

1000 to 10000 of the
SEVENTH OF STATE.
the 27th day of
Sept A. D. 1905
to J. Lewis
SECRETARY OF STATE.
By *Wm. C. [Signature]*
Deputy.
Good Book. Page 3.

No. 14912.

Department 2.

Superior Court

County of Santa Clara

State of California.

In the Matter of the Petition of the

(LELAND STANFORD JUNIOR UNIVERSITY,
AND OF TIMOTHY HOPKINS, HORACE
DAVIS, THOMAS B. McFARLAND, GEORGE
E. GRAY, WILLIAM M. STEWART, JOSEPH
D. GRANT, SAMUEL F. LEIB, LEON SLOSS,
THOMAS W. STANFORD, FRANK MILLER,
CHARLES G. LATHROP, RUSSELL J.
WILSON, WHITELOW REID AND GEORGE
E. CROTHERS, AS TRUSTEES OF THE LELAND
STANFORD JUNIOR UNIVERSITY, FOR THE ASCER-
TAINMENT OF THE EXISTENCE AND TERMS OF,
AND FOR THE DETERMINATION OF THE VALIDITY
AND LEGAL EFFECT OF GRANTS OR OTHER
INSTRUMENTS, CREATING, CHANGING OR AFFECT-
ING TRUSTS AND ESTATES FOR THE FOUNDING,
ENDOWMENT AND MAINTENANCE OF THE LELAND
STANFORD JUNIOR UNIVERSITY.)

Decree.

THOMAS G. CROTHERS
MILLS BUILDING, - - - SAN FRANCISCO
Attorney for Petitioners

In the Superior Court of the County of Santa Clara,
State of California.

IN THE MATTER OF THE PETITION OF THE
LELAND STANFORD JUNIOR UNIVERSITY,
AND OF

Timothy Hopkins, Horace Davis, Thomas B. McFarland, George E. Gray, William M. Stewart, Joseph D. Grant, Samuel F. Leib, Leon Sloss, Thomas W. Stanford, Frank Miller, Charles G. Lathrop, Russell J. Wilson, Whitelaw Reid and George E. Crothers, as Trustees of the Leland Stanford Junior University, for the ascertainment of the existence and terms of, and for the determination of the validity and legal effect of grants or other instruments creating, changing or affecting trusts and estates for the founding, endowment and maintenance of the Leland Stanford Junior University.

DECREE

The above entitled matter came on regularly for hearing by this Court without a jury, on Saturday, the 27th day of June, 1902, at the hour of 10:00 o'clock A. M., at the Courtroom of this Court, Department Number 2 thereof, at the County Courthouse in the City of San Jose, in the County of Santa Clara, State of California, said time and said place being the time and place heretofore fixed by this Court for hearing said petition. Thomas G. Crothers Esq. appeared as attorney and counsel for Petitioners, and Messrs. Wilson & Wilson appeared by Mountford S. Wilson Esq., one of said firm, as attorneys and counsel for Jane Lathrop Stanford individually and as Surviving Founder of the Leland Stanford Junior University and as surviving widow of Leland Stanford, deceased, and said Jane Lathrop Stanford was personally present in Court.

The said Jane Lathrop Stanford individually and as such Surviving Founder and as such surviving widow, duly filed herein her verified answer in which she admitted each and every allegation contained in said Petition and prayed that the prayer of said Petition be granted and that the Court make and render such further order, judgment, decree or relief as may be proper in the premises.

Thereupon this Court proceeded with the hearing of said matter, and witnesses were duly sworn and examined and evidence both oral and documentary was offered on behalf of petitioners and received and admitted by the Court, and thereafter said matter and hearing was duly and regularly continued by the Court until Thursday, the 2nd day of July, 1903, at the hour of 10:00 o'clock, A. M., at the same place; and upon the said Thursday, the 2nd day of July, 1903, said matter again came on regularly for hearing, and was thereupon again duly and regularly continued by the Court until Friday, the 3rd day of July, 1903, at the hour of 10:00 o'clock, A. M., at the same place, and upon the said Friday, the 3rd day of July, 1903, at said hour and place, said matter again came on regularly for hearing before this Court and said hearing was resumed.

No further evidence was introduced, and said matter was thereupon submitted to the Court for consideration and decision, and findings of fact having been expressly waived in open Court by all parties to said matter, and the Court having duly and fully considered the same:

NOW THEREFORE IT IS HEREBY DETERMINED, ORDERED, ADJUDGED AND DECREED AS FOLLOWS, to-wit:

That the petition herein was duly filed in this Court on the 16th day of June, 1903, and thereupon this Court duly made its order fixing the time and place for the hearing of said petition and matter, and ordering the Clerk of this Court to post in at least three public places in the aforesaid County a notice of the filing of said petition and of the time and place set for the hearing of the same, attached to a copy of said petition, and ordering that a copy of such notice together with a copy of said petition be personally served upon Jane Lathrop Stanford, and upon Jane Lathrop Stanford as the Surviving Founder of the Leland Stanford Junior University, and upon Jane Lathrop Stanford as the surviving widow of Leland Stanford, deceased, and further ordering that such notice be given, posted and served as required by law.

That thereafter and upon the said 16th day of June, 1903, the Clerk of this Court duly made and posted in three public places in said County,

notices of the filing of said petition and of the time and place set for the hearing of the same, attached to true copies of said petition, and upon the same day true copies of said notice, attached to true copies of said petition were duly served upon the said Jane Lathrop Stanford and upon the said Jane Lathrop Stanford as the Surviving Founder of the Leland Stanford Junior University, and upon the said Jane Lathrop Stanford as the surviving widow of Leland Stanford, deceased.

That said notice so posted and served was, in substance and form, and in every other respect, as required by law and by said order of this Court, and particularly as prescribed by that certain Act of the Legislature of the State of California, approved February 10, 1903, and entitled:

“An act to provide for proceedings for the ascertainment of the existence and terms of, and for the determination of the validity and legal effect of grants or other instruments creating, changing or affecting trusts and estates for the founding, endowment and maintenance of a university, college, school, seminary of learning, mechanical institute, museum, gallery of art, or library, or any other institution, or any or all thereof under or pursuant to an act entitled ‘An act to advance learning the arts and sciences, and to promote the public welfare, by providing for the conveyance, holding, and protection of property, and the creation of trusts for the founding, endowment, erection, and maintenance within this state of universities, colleges, schools, seminaries of learning, mechanical institutes, museums, and galleries of art,’ approved March 9, 1885, or under or pursuant to an act entitled ‘An act to encourage and provide for the dissemination of a knowledge of the arts, sciences, and general literature, and the founding, maintaining, and perpetuating public libraries, museums, and galleries of art, and the receipt of donations and contributions thereto when established; for the conveyance, holding and protection of real property within this state suitable for the purposes herein designated, and the erection thereon of buildings appropriate to such purposes, and for the creation of trusts necessary or proper for the better preservation of such institutions, and the control and management thereof,’ approved March 5, 1887.”

That said notice of the filing of said petition and of the time and place set for the hearing thereof was duly given for the time and in the manner prescribed in the aforesaid Act, and was posted and served more than ten days before the time set for said hearing.

That at the time of the filing of said petition the said Jane Lathrop Stanford was the only living founder or surviving founder, and the surviving wife or widow of Leland Stanford, her co-founder of the Leland

Stanford Junior University, and the only living grantor or donor of any grant or gift set out in said petition.

That before the hearing of this matter the said Jane Lathrop Stanford duly filed herein her verified answer to said petition, in which she, individually and as such Surviving Founder, and as such surviving widow, admitted each and every allegation contained in said petition and prayed that the prayer of said petition be granted and that the Court make and render such further order, judgment, decree or relief as may be proper in the premises.

That no other person demurred to or answered said petition or appeared in said matter, or took part in the hearing thereof.

That the said petition, in contents, form, substance and in every other particular, complies with and conforms to the requirements of the aforesaid Act of the Legislature of the State of California; and each and every allegation contained in said petition is true and supported by the evidence offered and received upon the hearing of said matter.

That the said Grant dated the 11th day of November, A. D. 1885, described in, and a copy of which is set out in the said petition herein, and which was recorded in the office of the County Recorder of Santa Clara County, State of California, in liber 83 of Deeds at page 23 and following, was duly and voluntarily made, signed and acknowledged by Leland Stanford and Jane Lathrop Stanford, and said Grant was, on the 14th day of November, 1885, duly and voluntarily delivered by said Leland Stanford and Jane Lathrop Stanford to the persons therein named as Trustees, and thereupon and thereafter, the said persons named in said Grant as Trustees duly accepted in writing the said Grant and the trusts therein imposed, as alleged in said petition.

That the making, signing, execution, acknowledgment and delivery of said Grant, which is generally known as and called the Founding Grant, were the due, free and voluntary acts of each of said grantors, Leland Stanford and Jane Lathrop Stanford and, at the time of the performance of each of said acts, each of said grantors was of sound mind and fully competent to perform said acts, and neither of said grantors was acting under duress, menace, fraud, mistake, undue influence, or other disability.

That said Founding Grant was, at the time of the execution and delivery thereof, and now is, valid and binding, and the full legal title in fee simple to all the property described or referred to therein, did, upon the delivery of said Grant, irrevocably pass to and vest in the Trustees therein named upon the trusts therein provided, and the full legal title in

fee simple to all said property is now vested in and said property now belongs to the said Timothy Hopkins, Horace Davis, Thomas B. McFarland, George E. Gray, William M. Stewart, Joseph D. Grant, Samuel F. Leib, Leon Sloss, Thomas W. Stanford, Frank Miller, Charles G. Lathrop, Russell J. Wilson, Whitelaw Reid and George E. Crothers, petitioners herein, as Trustees of the Leland Stanford Junior University, as the survivors and successors of the Trustees named in said Founding Grant, and is held by said Trustees for the founding, endowment, maintenance and benefit of the Leland Stanford Junior University, upon and subject to the trusts hereinafter set forth.

That after the execution and delivery of said Founding Grant the said Leland Stanford and Jane Lathrop Stanford, in pursuance of the terms thereof, erected upon the Palo Alto Farm, the necessary buildings and procured the necessary libraries, laboratory supplies and other equipment and established the said Leland Stanford Junior University, and, on the 1st day of October, 1891, opened said institution for the reception and instruction of students, and thereafter and until the death of said Leland Stanford, which occurred on the 21st day of June, 1893, the said Leland Stanford and Jane Lathrop Stanford managed, controlled and maintained said University, and thereafter and until the 1st day of June, 1903, the said Jane Lathrop Stanford managed, controlled and maintained said University. That the main part of said University is situated in the said County of Santa Clara, upon a portion of the lands described in said Founding Grant.

That the following is a list of the persons who have been named and appointed to fill vacancies occurring in the Board of Trustees of the Leland Stanford Junior University by reason of the death or resignation of the persons named as Trustees of said University in said Founding Grant or by reason of the death or resignation of persons subsequently named and appointed to fill such vacancies, and also the dates of the appointment of each person, to-wit: Horatio Stebbins, named and appointed November 12th, 1886; Samuel F. Leib, April 22, 1891; Joseph D. Grant, April 22, 1891; Leon Sloss, December 4, 1891; Edward R. Taylor, December 4, 1891; Charles G. Lathrop, November 7, 1893; Frank Miller, November 7, 1893; Thomas W. Stanford, November 7, 1893; Josiah W. Stanford, April 29, 1896; Russell J. Wilson, February 2, 1897; George E. Crothers, October 3, 1902 and Whitelaw Reid, October 3, 1902. That all said appointments made before the 21st day of June, 1893 were made by said Leland Stanford and Jane Lathrop Stanford, and all said appointments made since said 21st day of June, 1893, were made by said

Jane Lathrop Stanford. That all said appointments were duly and regularly made in accordance with law and with the provisions of said Founding Grant and amendments thereof, as alleged in said petition, and were duly accepted by said persons and were and are valid and binding, and each said person so appointed, at the time of his appointment, received and became vested with and enjoyed the same rights, powers, privileges and duties as his co-trustees.

That the following Trustees of the Leland Stanford Junior University, named as such in said Founding Grant, or named and appointed as aforesaid to fill vacancies in said Board of Trustees, died on or about the dates following their respective names, to-wit: John F. Miller, March 8, 1886; William Ashburner, April 20, 1887; Henry Vrooman, April 8, 1889; Josiah Stanford, May 14, 1890; Lorenzo Sawyer, September 7, 1891; James McM. Shafter, August 29, 1892; John Q. Brown, December 20, 1892; Matthew P. Deady, March 24, 1893; Alfred L. Tubbs, December 26th, 1896; Charles F. Crocker, July 17th, 1897; Francis E. Spencer, April 23, 1898; Isaac S. Belcher, November 30, 1898; John Boggs, January 30, 1899; Charles Goodall, July 13, 1899; H. W. Harkness, July 10, 1901; Henry L. Dodge, February 24, 1902 and Horatio Stebbins, April 9, 1902.

That of the persons named in said Founding Grant as Trustees of the Leland Stanford Junior University, Stephen J. Field resigned as one of such Trustees on the 15th day of October, 1894, and died on the 9th day of April, 1899; Irving M. Scott resigned as one of such Trustees on the 11th day of May, 1898, and died on the 28th day of April, 1903 and N. W. Spaulding resigned as one of such Trustees on the 24th day of April, 1903; and that of the persons named and appointed to fill vacancies in said Board of Trustees, the said Josiah W. Stanford resigned as one of such Trustees on the 31st day of May, 1898, and the said Edward R. Taylor resigned as one of such Trustees on the 9th day of May, 1899. That all of the aforesaid resignations of Trustees were duly and regularly made and accepted in accordance with law and with the provisions of said Founding Grant, as alleged in said petition, and were and are legal and binding, and each of said persons so resigning ceased to be a Trustee of the Leland Stanford Junior University upon the date of his said resignation.

That the written communication dated the 29th day of April, 1896, which is described in and a copy of which is set out in said petition, in and by which the said Jane Lathrop Stanford made a proposal and offer to the Trustees of the Leland Stanford Junior University to settle and

discharge the bequest of two and one half million dollars bequeathed to said Trustees by the last will of said Leland Stanford, was duly and voluntarily made, signed and delivered to said Trustees on the date thereof, and upon the same date said proposition and offer was duly accepted by said Trustees and thereupon became and was valid and binding and the property described in said communication was thereupon delivered in accordance with the terms thereof; and upon the consummation of said settlement, the full legal title to all the property described in said communication passed to and vested in the persons who then were the Trustees of the Leland Stanford Junior University, upon the trusts provided in said Founding Grant, and said property or the proceeds thereof and the property acquired in exchange therefor or with the proceeds thereof, so far as hereinafter described, now belongs to, and the full legal title thereto is vested in the aforesaid Trustees, petitioners herein, and is held by them for the founding, endowment, maintenance and benefit of the said Leland Stanford Junior University upon and subject to the trusts hereinafter set forth.

That the following described deeds and conveyances, which are described in and copies of which are set out in said petition, were duly and voluntarily made, signed and acknowledged by the said Jane Lathrop Stanford, and each of said deeds and each of said conveyances was duly and voluntarily made, signed and acknowledged by the said Jane Lathrop Stanford and delivered by her to the Trustees of the Leland Stanford Junior University upon the dates below stated, to-wit: The deed conveying the Stanford residence and lot in San Francisco, dated the 11th day of February, 1897 and made, signed, acknowledged and delivered on said date; the conveyance of certain contents of the Stanford homes, dated the 11th day of February, 1897, and made, signed, acknowledged and delivered on said date; the conveyance of certain bonds and other personal property, dated the 1st day of June, 1897, and made, signed, acknowledged and delivered on said date; the deed conveying certain property in San Mateo and Santa Clara Counties, dated the 17th day of January, 1899, and made, signed, acknowledged and delivered on the 27th day of January, 1899; the deed conveying certain property in Tehama County, dated the 17th day of January, 1899, and made, signed, acknowledged and delivered on the 27th day of January, 1899; the deed conveying, and confirming the previous conveyance of certain personal property and certain real properties in various counties of California, dated the 31st day of May, 1899, and made, signed, acknowledged and delivered on said date; the deed conveying certain property in Tehama

County, dated the 6th day of June, 1899, and made, signed and acknowledged on said date and delivered on or about said date; the deed conveying certain property in Lassen County, dated the 6th day of June, 1899, and made, signed and acknowledged on said date and delivered on or about said date; the deed of grant conveying and confirming the previous conveyance of the Stanford residence and lot in San Francisco, dated the 9th day of December, 1901, and made, signed, acknowledged and delivered on said date; the deed of grant conveying and confirming the previous conveyance of certain real properties in various counties of California, dated the 9th day of December, 1901, and made, signed, acknowledged and delivered on said date; the deed of gift conveying, and confirming the previous conveyance of various bonds, stocks and other properties, dated the 9th day of December, 1901, and made, signed, acknowledged and delivered on said date.

That each of the above described deeds and conveyances was duly accepted by the Trustees therein named, upon the date of the delivery thereof as above stated.

That each of the above described deeds and conveyances was, upon the execution and delivery thereof, and now is, valid and binding, and the full legal title in fee simple to all the property therein described or referred to, did, upon the delivery thereof, pass to or was confirmed in, and did vest in the Trustees therein named upon the trusts and subject to all the reservations, terms and conditions therein provided. That all the property described or referred to in each of the above described deeds and conveyances, or the proceeds of said property, and the property acquired in exchange for said property or with the proceeds thereof, so far as hereinafter described, now belongs to and the full legal title thereto is vested in the aforesaid Trustees, petitioners herein, and is held by them for the founding, endowment, maintenance and benefit of the said Leland Stanford Junior University, upon and subject to the trusts hereinafter set forth.

That the address delivered by the said Jane Lathrop Stanford to the Trustees of the Leland Stanford Junior University on the 11th day of February, 1897, a copy of which is set out in said petition, and the instrument in the form of a letter, dated the 1st day of June, 1897, a copy of which is set out in said petition, and the instrument in the form of an address dated the 31st day of May, 1899, made and delivered to the Trustees of the Leland Stanford Junior University by the said Jane Lathrop Stanford on said day, a copy of which is set forth in said petition, were not, nor was any of them, properly executed by the said Jane

Lathrop Stanford so as to amend or affect the trusts established by said Founding Grant, and all the amendments proposed or suggested by said instruments were embodied in other valid and properly executed instruments.

That the instrument in the form of an address, dated the 1st day of June, 1897, described in and a copy of which is set out in said petition, was duly and voluntarily made, signed and acknowledged by the said Jane Lathrop Stanford on said 1st day of June, 1897 and was duly and voluntarily delivered by her to the Trustees of the Leland Stanford Junior University on that day; and, by virtue of the powers and privileges reserved to the said Jane Lathrop Stanford in and by the aforesaid Founding Grant and by the Act of the Legislature of the State of California under and in accordance with which said Leland Stanford Junior University was founded, the said Jane Lathrop Stanford, in and by the said instrument, duly and regularly amended the said trusts set out in and established by said Founding Grant, and all of said amendments were valid and binding and are hereinafter set forth.

That by virtue of the powers and privileges reserved to the said Jane Lathrop Stanford in and by the said Founding Grant and by the Act of the Legislature under and in accordance with which said Leland Stanford Junior University was founded, the said Jane Lathrop Stanford, in and by the aforesaid deed dated, made, signed, acknowledged and delivered by her on the 31st day of May, 1899, duly and regularly amended the said trusts set out in and established by said Founding Grant and the amendments thereof made on the said 1st day of June, 1897, as hereinabove stated. That all of said amendments so made in and by said deed dated the 31st day of May, 1899, were valid and binding and are hereinafter set forth.

That the instrument executed by the said Jane Lathrop Stanford in the City of New York, on the 9th day of July, 1900, a copy of which is set out in said petition, was duly and voluntarily made and executed by the said Jane Lathrop Stanford on said date and on the same day she duly and voluntarily delivered said instrument to S. F. Leib as President of the Board of Trustees of the Leland Stanford Junior University, and for and on behalf of said Trustees, and at the same time the said Jane Lathrop Stanford delivered into the manual possession and control of the said S. F. Leib as such President, and for and on behalf of said Trustees, all of the bonds described in said instrument; and the said S. F. Leib did thereupon receive and take possession of said instrument and said bonds on behalf of said Trustees; that said instrument was and is valid and

binding, and upon the delivery of said instrument and of said bonds, all the right, title and interest which the said Jane Lathrop Stanford then had in or to said bonds, passed to and vested in said Trustees, and the entire legal title to all said bonds is now vested in and said bonds belong to the aforesaid Trustees, petitioners herein, and are held by them for the founding, endowment, maintenance and benefit of the said Leland Stanford Junior University upon and subject to the trusts hereinafter set forth.

That the instrument executed by Charles G. Lathrop in the name and on behalf of said Jane Lathrop Stanford, on the 23rd day of July, 1901, a copy of which is set out in said petition, was duly and regularly delivered by the said Charles G. Lathrop on the said 23rd day of July, 1901 to S. F. Leib as President of the Board of Trustees of the Leland Stanford Junior University, and for and on behalf of said Trustees, and at the same time the said Charles G. Lathrop as the act and on behalf of the said Jane Lathrop Stanford, duly delivered into the manual possession of said S. F. Leib, as such President, and for and on behalf of said Trustees, all of the bonds described in said instrument and all of the bonds described in the aforesaid instrument executed by the said Jane Lathrop Stanford on the 9th day of July, 1900. That the execution and delivery of said instrument, dated the 23rd day of July, 1901, and the delivery of the aforesaid bonds therewith, were duly authorized by and were the acts of said Jane Lathrop Stanford, and were legal and binding, and upon the delivery of said instrument and of said bonds, all the right, title and interest which the said Jane Lathrop Stanford then had in or to said bonds, passed to and vested in the said Trustees, and the entire legal title to all said bonds is now vested in and said bonds belong to the aforesaid Trustees, petitioners herein, and are held by them for the founding, endowment, maintenance and benefit of the said University, upon and subject to the trusts hereinafter set forth.

That on the 6th day of November, 1900, the Constitution of the State of California was duly and regularly amended by the addition of a section thereto which is designated and known as Section 10 of Article IX of said Constitution. That said constitutional amendment permitted, approved and confirmed all the trusts, estates, terms and conditions of the said Founding Grant and of all the aforesaid deeds, conveyances and other instruments which were made and delivered before said 6th day of November, 1900.

That the Trustees of the Leland Stanford Junior University were granted certain corporate powers by a certain Act of the Legislature of

the State of California, approved February 14, 1901, entitled "An Act granting to the Trustees of the Leland Stanford Junior University corporate powers and privileges." That under and by virtue of said Act, the said Trustees of the Leland Stanford Junior University duly organized as a Board and elected such officers as they deemed necessary, and by an instrument in writing dated the 1st day of November, 1901, a copy of which is set forth in said petition, and duly made, executed and acknowledged by each and every one of said Trustees, organized said Board of Trustees and accepted and assumed all the powers and privileges granted in said act, and provided and specified the business, acts and powers which said Board and the officers thereof might transact, perform and exercise. That the said assumption of the powers and privileges granted in said Act of the Legislature, and the organization of said Trustees thereunder, were acquiesced in, consented to and approved in a writing duly and voluntarily executed, acknowledged and delivered by the said Jane Lathrop Stanford and forming part of said instrument so executed by said Trustees. That upon the said acceptance and assumption of the powers and privileges granted in said Act, and the acquiescence in, consent to and approval of the same by the said Jane Lathrop Stanford, the said Trustees of the Leland Stanford Junior University became, and now is, a body corporate, with the right and power to perform in a corporate capacity all the powers and duties enjoined upon and vesting in the said Trustees; and the trusts set out in and established by the said Founding Grant and the amendments of such trusts were further amended so far as necessary to give effect to the terms of said instrument dated the 1st day of November, 1901.

That the instrument in the form of an address, dated the 3rd day of October, 1902, described in and a copy of which is set out in said petition, was duly and voluntarily made, signed and acknowledged by the said Jane Lathrop Stanford on said 3rd day of October, 1902, and was duly and voluntarily delivered by her to said Trustees of the Leland Stanford Junior University on said date; and, by virtue of the powers and privileges reserved to the said Jane Lathrop Stanford in and by the aforesaid Founding Grant and by the Act of the Legislature of the State of California under and in accordance with which said Leland Stanford Junior University was founded, the said Jane Lathrop Stanford, in and by said instrument, duly and regularly amended the said trusts set out in and established by said Founding Grant, and the amendments thereof heretofore stated. That all of said amendments so made in and by said

instrument in the form of an address, dated the 3rd day of October, 1902, were and are valid and binding and are hereinafter set forth.

That the said instrument of surrender, resignation and grant, dated the 1st day of June, 1903, described in and a copy of which is set out in said petition, was duly and voluntarily made, signed and acknowledged by the said Jane Lathrop Stanford on said 1st day of June, 1903, and duly and voluntarily delivered by her to said Trustees of the said Leland Stanford Junior University on said date, and thereupon the said Board of Trustees of the Leland Stanford Junior University duly and regularly, by resolution and in writing, accepted said instrument and accepted and assumed the powers and duties thereby devolving upon said Trustees. That in and by said instrument the said Jane Lathrop Stanford duly and regularly amended the said trusts set out in and established by said Founding Grant and the amendments of said trusts made prior to said 1st day of June, 1903; and that all the amendments so made by said instrument dated the 1st day of June, 1903, were and are valid and binding and are hereinafter set forth.

That the said instrument of surrender, resignation and grant, dated the 1st day of June, 1903, as a whole, and each and every part, provision, condition and trust thereof, was, at the time of the delivery thereof, and now is, valid and binding, and upon the delivery thereof all the right, title and interest which the said Jane Lathrop Stanford then had in or to any of the property therein described or referred to, including all the property hereinafter described, irrevocably passed to and vested in, and all said property now belongs to, the said Trustees of the Leland Stanford Junior University, petitioners herein, and is held by them for the founding, endowment, maintenance and benefit of the said Leland Stanford Junior University upon and subject to the trusts hereinafter set forth, subject only to the right of the said Jane Lathrop Stanford to have, hold, use and enjoy during her natural life the home and premises situated on the Southwest corner of Powell and California Streets in the City and County of San Francisco, State of California, and more particularly described in subdivision "B" of the description of property hereinafter set forth, and all the furniture, household effects, paintings, pictures, books, statuary, works of art, bric-a-brac, and other effects, now contained in said home and in the home of the said Jane Lathrop Stanford situated on said Palo Alto Farm.

That upon the delivery of the said instrument of surrender, resignation and grant, dated the 1st day of June, 1903, all the powers, privileges and duties reserved to or vesting in said Jane Lathrop Stanford over or

concerning the trusts created for the founding, endowment, maintenance or benefit of the Leland Stanford Junior University, including the right to amend or modify said trusts, and over, in or concerning the property held in trust for the founding, endowment, maintenance or benefit of said University, including all the property hereinafter described, and over, in or concerning the said University or any department thereof, immediately ceased and terminated.

That every act herein found or stated to have been done or performed by the said Jane Lathrop Stanford was done or performed by her of her own free will, and at the time when each said act was done or performed the said Jane Lathrop Stanford was of sound mind and fully competent to perform said act and was not acting under duress, menace, fraud, mistake, undue influence or any other legal disability.

That all of the following described property, all of which was described in and claimed by the said Trustees, petitioners herein, in said petition, is now in the possession of and under the control of the said Timothy Hopkins, Horace Davis, Thomas B. McFarland, George E. Gray, William M. Stewart, Joseph D. Grant, Samuel F. Leib, Leon Sloss, Thomas W. Stanford, Frank Miller, Charles G. Lathrop, Russell J. Wilson, Whitelaw Reid and George E. Crothers, as Trustees of the Leland Stanford Junior University, to-wit:

REAL PROPERTY.

A

All those certain pieces or parcels of land situate in the County of Butte, State of California, and more particularly described as follows, to-wit:

First.

Beginning at a point on the southerly line of the Dayton Road, which point is the northeast corner of a tract of Three hundred and eighteen acres, now or formerly owned by W. W. Durham, thence running south along the easterly side of said tract, eighty chains: thence West along the southerly line of said tract, forty chains: thence north partly along the westerly line of said tract and partly along the westerly line of a tract of land, now or formerly owned by C. F. Lott, One hundred and sixty chains: thence West Fifty chains to Big Butte Creek and westerly boundary line of the Esquon Grant, thence following the boundary line of said Grant southerly, easterly, northerly and westerly until it intersects the southerly line of said Dayton Road; thence west-

erly along said line of said Road to the place of beginning. Said tract of land being the southerly and larger part of said Esquon Rancho and containing Seventeen thousand eight hundred acres, more or less.

EXCEPTING from said tract a tract of land of about one hundred and sixty acres known as the Town of Nelson, and situate in the southerly part of the tract herein described.

Second:

Also North half of North East quarter: South East quarter of North East quarter: North East quarter of South East quarter and Lots one, two three, and four all in section thirty-six Township twenty-one North Range two East Mount Diablo Meridian containing Two hundred and ninety seven and ninety eight hundredths acres.

Also, that certain tract of land conveyed by W. W. Durham to Leland Stanford.

Commencing at a point thirty feet south of a certain stone in the middle of the Road conveyed by R. W. Durham and C. F. Lott to Butte County and known as the Dayton and Oroville Road, and marking the southwest corner of C. F. Lott's land running thence east one half mile to a stake, thence south one mile, less thirty feet to a stake, thence west one half mile to a stake: thence north one mile, less thirty feet to the place of beginning and containing three hundred and eighteen acres.

The first named line from stone to the eastern half mile is the southern line of said Road and the land hereby conveyed being a part of the Esquon Grant. The aforesaid tracts of land situate in the County of Butte aforesaid constitute what is known as STANFORD'S GRIDLEY FARM and in the aggregate contain Eighteen thousand two hundred and fifty-five and ninety eight hundredths acres of land be the same more or less.

Also all those certain tracts pieces or parcels of land situated in Butte County, State of California, known and described as follows:

All of Fractional Sections Numbers One and Two—the South East quarter and the fractional North half of the North West quarter of Section Number Three—the fractional North East quarter of the North East quarter of Section Number Four—All of Fractional Section Number Five—the North Half of the North West quarter: the South West quarter of the North West quarter and the North West quarter of the South West quarter of Section Number Eight—The

North East quarter of Section Number Ten and all of Section Number Eleven in Township Number twenty three North of the Base Line Range Number One West Mount Diablo Meridian containing Three Thousand and Sixty six and twenty one hundredths Acres of land more or less.

Also the fractional South West quarter of Section Number Seven and the North Half of Section Number Eighteen, both in Township Number Twenty-three North of the base line Range Number One East Mount Diablo Meridian containing Four hundred and eighty Acres of land more or less.

Also: all those certain tracts, pieces or parcels of land situated in Tehama County, State of California, known and described as follows: Fractional Sections Numbers One, Two and Three— the South Half and the South Half of the North East quarter: and the North West quarter of the North East quarter of Section Number Four— all of Section Number Nine— the East Half of the East Half and the East Half of the West Half of Section Number Ten— All of Section Number Eleven— the East Half of the East Half: the South West quarter of the North East quarter: the South West quarter of the South East quarter and the South Half of the South West quarter of Section Number Twelve— All of Section Number Thirteen— the North Half: the South West quarter of the South East quarter: the North East quarter of the South West quarter and the South Half of the South West quarter of Section Number Fourteen— All of Sections Numbers Fifteen, Sixteen and Seventeen— the South Half and the South West quarter of the North East quarter of Section Eighteen— All of Section Number Nineteen— the East Half and the West Half of the West Half of Section Number Twenty— All of Sections Numbers Twenty one and Twenty two— the North West quarter of the North East quarter: the South Half of the North East quarter: the North West quarter, and the South Half of Section Number Twenty three— the North Half of the South West quarter, and the South West quarter of the North West quarter of Section Number Twenty four— All of Section Number Twenty five— the West Half of the North West quarter, the West Half of the South East quarter and the South East quarter of the South West quarter of Section Number Twenty six— All of Section Number Twenty seven— The North Half and the South West quarter of Section Number Twenty Eight— All of Section Number Twenty nine— the North Half and the South East quarter of the South East quarter of Section Number Thirty— The East Half of Section Num-

ber Thirty one— The South East quarter of Section Number Thirty two— All of Section Number Thirty three— The North Half, the South West quarter and the North West quarter of the South East quarter of Section Number Thirty four— All of Section Number Thirty five— The South Half of the South Half the North West quarter of the South East quarter and the North East quarter of the South West quarter of Section Number Thirty Six— All in Township Number Twenty four North of the Base line Range Number One West, Mount Diablo Meridian containing Sixteen Thousand one hundred and Eleven and Sixteen one hundredths Acres of land more or less.

The South East quarter of Section Number Thirteen— The West Half of the North East quarter and the West Half of the South East quarter of Section Number Twenty four— Lots Number One and Two in Section Number Twenty five— Lots Numbers One Two and Three in Section Number fifteen— All in Township Number Twenty four North of the Base line Range Number Two West containing Four Hundred and ninety three and six one hundredths Acres of land more or less.

Fractional Sections Numbers One and Three— The South West quarter of the South East quarter and the South Half of the South West quarter of Section Number Four— Fractional Section Number Five— The North East quarter of the South East quarter, the South Half of the South East quarter, the South East quarter of the South West quarter and the fractional West Half of the West Half of Section Number Six— The fractional North Half of Section Number Seven— The South West quarter of the South West quarter, and the East Half of the East Half of Section Number Eight— The West half of the West half of Section Number Ten— All of Sections Numbers Eleven Thirteen and Fifteen— Fractional North Half, South West quarter, North East quarter of South East quarter and South West quarter of South East quarter of Section Number Nineteen— All of Section Number Twenty three— The North Half, the South West quarter and the North Half of the South East quarter of section Number Twenty-five— The South Half of Section Number Twenty seven— The South Half of the North West quarter and the South West quarter of section Number twenty nine— and the fractional North Half of the North Half of Section Number Thirty one in Township Number Twenty four North of the Base line, Range Number One East, Mount Diablo Meridian containing Seven Thousand Four Hundred and Seventy two and fifty three-one hundredths Acres of land more or less.

The South East quarter of the North East quarter and the South East quarter of Section Number Twenty two— the South Half and the South West quarter of the North West quarter of Section Number Twenty three— All of Section Number Twenty five— The East Half, the East Half of the South West quarter, and the South West quarter of the South West quarter of Section Number Twenty Seven— The East Half of the North East quarter and the South East quarter of Section Number Thirty three— The West Half of the North East quarter, the North West quarter of the South East quarter, the North West quarter and the North Half of the South West quarter of Section Number Thirty four— All of Section Number Thirty five and the North Half of Section Number Thirty Six in Township Number Twenty five North of the Base line Range Number One West Mount Diablo Meridian containing Three thousand two hundred Acres of land more or less.

All South of Deer Creek in Section Number Eleven— All of Sections Numbers Thirteen, Fifteen and Seventeen— The South West quarter of the South East quarter and the South East quarter of the South West quarter of Section Number Eighteen— All of Section Number Nineteen— The North Half of the North West quarter of Section Number Twenty— All of Sections Numbers Twenty one, Twenty three, Twenty five and Twenty seven— The West Half of the North East quarter, the North West quarter of the South East quarter and the North East quarter of the South West quarter of Section Number Twenty Eight— All of Sections Numbers Twenty nine, Thirty one, Thirty three and Thirty five in Township Number Twenty five North of the Base line Range Number One East Mount Diablo Meridian containing Eight Thousand and eighty six and nine-one hundredths Acres of land more or less.

All of Section Number Nineteen in Township Number Twenty five North of the Base line Range Number Two East Mount Diablo Meridian containing Six Hundred and forty Acres of land more or less.

All that portion of Section Number Twenty five lying East of Deer Creek, and all those portions of Sections Numbers Twenty seven, Thirty three and Thirty five lying South of Deer Creek in Township Number Twenty six North of the Base line Range Number Two East Mount Diablo Meridian containing One Thousand Five Hundred and forty Acres of land more or less.

Also all that certain tract piece or parcel of land situate in Tehama County in the State of California known as the "Grayson Rancho" known and described as follows: to wit: Beginning at the mouth of

Deer Creek in said County of Tehama: thence up the center of said Creek to the North East Corner of the "Bosquejo Grant": thence North to the North West Corner of the South East quarter of the South East quarter of Section Number One Township Number Twenty four North of the Base line Range Number Two West Mount Diablo Meridian— thence West Twenty Chains— thence South Sixty seven degrees thirty minutes East One Hundred and Seventeen Chains and twenty five links— thence South Twenty Eight degrees East Forty one chains forty links on East side of County Road: thence South Fifty four degrees West One hundred and seventeen chains and sixteen links to the Sacramento River: thence down the East bank of the Sacramento River to the mouth of Deer Creek and to the center thereof the place of beginning containing Twelve Hundred and Sixty nine Acres of land more or less. EXCEPTING and reserving therefrom The Railroad right of way.

Also, all that certain tract, piece or parcel of land known as the "Gerke" Rancho situate in the Counties of Tehama and Butte in the State of California described as follows: to wit— Beginning at the mouth of Deer Creek in Tehama County, California; thence up the center of said Creek to the North East Corner of the "Bosquejo Grant" (said corner being at the intersection of the line dividing the East Half of the East Half of Section Number One Township Number Twenty-four North of the Base line Range Number Two West Mount Diablo Meridian with said Deer Creek): thence South along said line to the North East Corner of the South West quarter of the North East quarter of Section Number Twelve in same Township: thence West Twenty Chains to North West Corner of the South West quarter of the North East quarter of said Section Number Twelve, thence South through the Centers of Sections Numbers Twelve, Thirteen Twenty four and Twenty five to the South West Corner of the North West quarter of the North East quarter of Section Number Twenty five in said Township last aforesaid: thence East Forty chains: thence South Fifty Eight chains fifty links to the South West Corner of Section Number thirty in Township Number Twenty four North of the Base line Range Number One West Mount Diablo Meridian: thence East Thirty three chains fifty links to quarter section Corner between Sections Numbers Thirty and Thirty one same Township: thence South Eighty Chains to quarter section Corner between Sections Number Thirty one in Township Number Twenty four and Section Number Six in Township Number

Twenty three both in Range Number One West Mount Diablo Meridian said point being on the County line between Tehama and Butte Counties: thence East Forty chains to North East Corner of Section Number Six: thence South between Sections Numbers Five, Six, Seven, Eight, Seventeen and Eighteen to the North East corner of Section Number Nineteen in said Township Number Twenty three North Range Number One West: thence West between Sections Eighteen and Nineteen in Township last aforesaid and Sections Number Thirteen and Twenty four in Township Number Twenty three North of the Base line Range Number Two West Mount Diablo Meridian to Center of Lagoon:— thence South westerly through center of said Lagoon to quarter Section Corner between Sections Numbers Twenty three and Twenty four in Township last aforesaid thence South Forty Chains to the South West Corner of Section Number Twenty four in same Township: thence West, Twelve Chains: thence South Twelve chains to the Sacramento River: thence Northerly up the East Bank of said river to the mouth of Deer Creek and to the center thereof the place of beginning: containing Ten Thousand Nine Hundred and thirty three and Eighteen-one hundredths Acres of land more or less.

EXCEPTING and reserving therefrom the Railroad right of way and the Town of Vina.

The several tracts of land before mentioned from and including the Three Thousand and Sixty six and twenty-one hundredths Acre tract are known as STANFORD'S VINA FARM and contain in all area of Fifty Three Thousand Two Hundred and Ninety one and twenty two-one hundredths Acres of land more or less.

All that certain tract of land situated in the County of Santa Clara State of California bounded and described as follows:

Beginning at the point of intersection of the Southwest line of the Southern Pacific Railroad Company's land and with the center of the San Francisquito Creek being the Northeasterly corner of a tract of land conveyed by Henry W. Seale to Leland Stanford by deed dated November 20, 1877 and of record and from which a lone Redwood tree about eight feet in diameter known as Palo Alto, bears North sixty-seven and one-half degrees East ninety three links distant, and a brace on the Westerly side of the bridge marked W. P. S. bears North forty one and one half degrees East twenty nine links distant; thence up the center of said Creek being the dividing line between Santa Clara and San Mateo Counties and following the meanderings thereof

to a station under the center of the bridge over the San Francisco and San Jose County Road from which a double live oak marked B. T. 4, about four feet in diameter standing on the Northerly bank of said creek bears North six degrees thirty minutes West, seventy eight links distant; thence continuing in a southerly direction up center of said creek and following its meanderings to the most Northerly corner of lands formerly owned by the late H. P. Coon, said corner being the common corner of the Ranchos Las Pulgas, El Coite de Madera, Rincon de San Francisquito and San Francisquito Palo Alto from where a live oak forty inches in diameter marked B. T. M. M. bears South sixty degrees East one chain, thence along the Easterly line of land of said Coon, South sixty eight degrees, thirty eight minutes East fifteen chains twenty seven links to a redwood post marked M. M. 9, and L. S. 40 from where a white Oak marked M. M. 9 W. T. old marks bears South seventy six degrees West one and thirty eight one hundredths links distant thence South forty three degrees forty five minutes East thirty two chains forty links to a redwood post marked L. S. 39, from which a post Oak (called Hickory Oak in deed:) bears North forty seven and one quarter degrees East, three and twelve one hundredths links, thence South thirty six degrees ten minutes East thirty six chains forty links to a sandstone monument marked P. C. 4 on Easterly line of land of J. J. Felt, thence along the Easterly line of land of said Felt South Thirty six degrees fifteen minutes East twenty two chains forty one links to a redwood post marked M. M. 2, from which a white oak three feet in diameter bears South thirty one degrees twenty five minutes East, thirty two and one half links distant thence South sixty one degrees East thirty one chains twenty links to a redwood post marked L. S. 38. on Northeasterly line of lands of one Murphy from which a white oak tree bears North Seventy two degrees twenty minutes East distant eighty nine links and a white oak tree bears North eighty nine degrees fifty two minutes West one and forty two one-hundredths links, thence along the North Easterly line of land of said Murphy South forty two degrees twenty four minutes East nineteen chains fifty links to the center of the Matadero Creek to a stake marked M. M. 3, from which a witness post marked W. P. L. S. 37, bears north forty two degrees West thirty three links distant a sandstone monument marked P. C. 5. bears North forty two degrees West thirty seven links distant a white oak witness point marked W. O. W. P. X. bears South eighty two degrees forty five minutes East fifty three links distant and a white oak stump marked U. P. M. M. 3. bears North eighty

degrees West seventy seven and one half links distant, thence up the center of said Matadero Creek following its meanderings to a point where the prolongation of the center line of the Arastradero Road intersects the center of said Creek from which a redwood post marked W. P. L. S. E. C. M. bears North seventy eight degrees forty minutes East twelve links distant and a willow fifteen inches in diameter marked B. T. L. S. E. C. M. bears North two and one half degrees West twenty six links distant, thence North seventy eight degrees forty minutes East (intersecting at sixty nine links the Westerly line of Page Mill Road and intersecting at one chain thirty nine links the Easterly line of said Page Mill Road) along center of Arastradero Road four chains twenty links to station, thence still along center of said Arastradero Road north sixty one degrees twenty eight minutes East three chains ninety two links; thence North eighty two degrees thirty three minutes East, five chains seventy eight links, thence South eighty two degrees thirty two minutes East six chains fifty-nine links, thence North eighty five degrees East, seven chains fifty links, thence South seventy six degrees fifty minutes East one chain, ninety five links, thence South sixty seven degrees ten minutes East Seventeen chains fifty two links on the northerly side of ravine, thence South eighty eight degrees fifty minutes East, one chain fifty nine links, thence North sixty four degrees fifty minutes East, (intersecting at five chains sixty eight links the center of bridge:) eight chains fifteen links to station, thence North twenty six degrees twelve minutes East down the Easterly side of ravine two chains twenty nine links to station, thence North ten degrees forty five minutes East (intersecting at fifteen chains ninety six links East bank of Creek in road:) twenty chains forty six links, thence North sixty six degrees East two chains ninety four links, thence North sixty six and one half degrees East thirty chains ninety five links, thence North fifty five degrees fifty eight minutes East (intersecting at eleven chains ninety seven links Bridge over Creek:) nineteen chains seventeen links, thence North seventy eight degrees forty five minutes East (intersecting at one chain twenty one links center of bridge) one chain seventy one links, thence North forty-five degrees, thirty five minutes East three chains ninety five links, thence North fifty five degrees, forty seven minutes East thirteen chains fifty three links; thence North sixty three degrees forty five minutes East (intersecting at two chains twenty five links center of bridge) twenty three chains fifteen links to station from where a witness post on Northerly side of said road marked W. P. L. S. C. 1. bears

North twelve degrees forty five minutes West, thirty one links distant; thence North twelve degrees forty five minutes West twenty six chains, thirty nine links to a post marked L. S. C. 1 from where a double white oak marked B. T. B 1. C. 1. bears South thirty three and one half degrees East thirty seven links distant and a white oak twenty inches in diameter marked B. T. B. 1. C. 1. bears North thirty six and three-fourths degrees East, one hundred and eighty links distant, thence north sixty degrees forty five minutes West fifty five links to post marked L. S. B. 2. being the most Southerly corner of land of E. Barron, thence along the Southwesterly line of lands of said Barron North sixty six degrees forty three minutes West crossing water run at distance of two chains seventy links (intersecting at sixteen chains the most Southerly corner of Mayfield Farm (formerly owned by one Wallace) and at thirty seven chains crossing center of Matadero Creek:) fifty six chains to a stake marked L. S. B. 1. at the most West-erly corner of said Mayfield Farm from where a white oak eighteen inches in diameter marked B. T. B. 1. bears South thirty-one and one-half degrees West thirty five links distant, thence along the North Westerly line of said Mayfield Farm North thirty-three degrees seven-teen minutes East sixty two chains fifty one links to a white oak marked L. S. B. standing on the most Northerly corner of said May-field Farm and on the South Westerly line of the County Road leading from San Francisco to San Jose, thence along the South-westerly line of said last-named County Road North fifty six degrees forty-six min-utes West eleven chains eighty seven links to a stake marked L. S. M. 3. at the most Easterly corner of land of one Mehut, thence along the Southerly line of said land of said Mehut South thirty three degrees fourteen minutes West five chains to a stake marked L. S. M. 2. thence along said Mehut's Westerly line North fifty-six degrees forty six minutes West four chains to stake marked L. S. M. 1— thence North thirty three degrees fourteen minutes East along said Mehut's Northerly line five chains to a stake marked L. S. M. on Southwesterly line of said San Francisco and San Jose Road, thence North fifty-six degrees forty six minutes West along said road ten chains eighty three links to a stake marked L. S. L. T. being a corner of lands of one Leon-ardi, thence along said Leonardi's South line South thirty three degrees fourteen minutes West five chains to a stake marked L. S. L. 2, thence along said Leonardi's Westerly line North fifty six degrees forty six minutes West two chains to a stake marked L. S. L. 3, thence along said Leonardi's Northerly line North thirty three degrees four-

teen minutes East five chains to a stake marked L. S. L. on the South-Westerly line of said San Francisco and San Jose Road, thence along the South West line of said Road North fifty six degrees forty six minutes West three chains to a stake marked L. S. on the Southerly line of Page Mill Road, thence across said Page Mill Road, ninety one links to a sandstone monument marked P. C. 7. on the Northerly side of said Page Mill Road, thence still along the South Westerly line of said San Francisco and San Jose Road North fifty six degrees fifty one minutes West fifteen chains thirty-two links to stake marked L. S. 32. thence South thirty three degrees thirty minutes West one chain eighty nine links to stake marked L. S. 31, thence North fifty six degrees thirty minutes West seventy five links to stake marked L. S. 30. thence North thirty three and one half degrees East one chain eighty nine links to stake marked L. S. 29. thence North fifty six degrees thirty minutes West three chains ninety four links to the most Easterly corner of land of one Weishar, thence South thirty three and one half degrees West sixty chains two links to the most Southerly corner of land of said Weishar, thence North fifty six and one half degrees West along the South Westerly line of said lands of said Weishar and South Westerly line of lands of one Spacher twenty one chains to a stake in the North line of Coutts Avenue, thence North thirty three and one half degrees East sixty four chains twenty six links to a stone monument marked P. C. 1. on the South Westerly line of the San Francisco and San Jose Road thence along the said line of said Road North forty two and one quarter degrees West twenty chains sixty six links to a stake marked S. 12. thence North forty two and one half degrees West seventy four chains eighty links to a point on the South Westerly line of said road from which a post marked L. S. 26, bears North seventy degrees forty seven minutes East one hundred and nine links, thence North seventy degrees forty seven minutes East leaving said Road at one chain nine links and running along the Southerly line of lands conveyed by H. W. Seale to Leland Stanford twelve chains ninety two links to a post marked L. S. 25. on ~~the~~ Southwest line of Southern a. c. r. Pacific Railroad, thence along the Southwest line of said Railroad North fifty one degrees forty five minutes West fifty two chains eight links to the place of beginning containing Four Thousand four hundred and forty and fifty three one hundredths (4440 53/100:) acres of land more or less.

EXCEPTING from the foregoing described tract of land a lot of land belonging to the Catholic Church and others described as follows

to-wit: BEGINNING at a stake marked L. S. C. on the Easterly line of the Page Mill Road bearing South thirty three degrees twenty seven minutes West six chains ninety four links distant from the intersection of the South West line of the San Francisco and San Jose Road with the South Easterly line of the Page Mill Road, thence along the Southerly line of the Page Mill Road South thirty three degrees twenty seven minutes West eleven chains thirty links to a stake marked L. S. O. thence South fifty six degrees forty six minutes East three chains two links to a stake marked L. S. O. 1, thence North thirty three degrees twenty seven minutes East eleven chains thirty links to a stake marked L. S. C. 1, and thence North fifty six degrees forty six minutes West three chains two links to the place of beginning. Containing Three and forty one hundredths ($3 \frac{41}{100}$) acres.

ALSO: All those certain tracts, pieces or parcels of land situated in the County of San Mateo, State of California, bounded and described as follows:

Beginning at the point of intersection of the South line (prolonged) of a One and ninety eight one hundredths acres of land, conveyed by Richard Tobin to Leland Stanford by deed dated August Seventeenth One Thousand Eight hundred and Seventy Six; with the centre of the Santa Cruz and Menlo Park road from where a Witness post marked "L. S. 684" bears South Sixty nine degrees, forty five minutes West, distant forty five links; thence along the Center of said road South Seventeen degrees East Twenty Chains. Thence South Twenty one degrees Thirty minutes West, Six chains, from which a Witness post, marked "W. P. 78" bears South Seventy nine degrees Fifteen minutes West forty five links: Thence South Seven degrees Thirty minutes East Ten chains from which a witness post marked W. P. 79 bears South Eighty two degrees twenty five minutes West forty five links distant: thence South Thirty three degrees fifteen minutes East, Ten chains from which a Witness post marked W. P. 80. bears South Seventy three degrees Thirty minutes West forty five links: thence South Sixteen degrees West Four chains, from which a Witness post marked W. P. 81. bears North Sixty degrees Forty five minutes West forty five links distant: thence South Forty five degrees West Four Chains: thence South Sixty eight degrees thirty minutes West Four Chains: Thence South Eighty five degrees forty five minutes West Three Chains: Thence South fifty six degrees West Four Chains fifty links to a post marked 85 on North West-erly line of said road: thence along the Westerly side of said road South

Twenty seven degrees thirty minutes East Two Chains Thirty eight links to the center of San Francisquito creek: thence up the center of said Creek to the most westerly corner of a tract of about Eight Acres formerly owned by the late Henry P. Coon from which a Willow, Twelve inches in diameter, old blaze marked B. T. 131. bears South Forty degrees fifteen minutes East Twenty seven links distant and an Alder tree two feet in diameter marked X X bears South Seventy two degrees forty five minutes East Eighty Eight links distant: thence along the West line of said Eight Acre tract South Forty degrees fifteen minutes East Nine Chains thirty eight links to a stake marked L. S. 2.: thence South Seventy six degrees fifteen minutes East Three Chains thirty six links to an iron bar from which a Witness post marked W. P. L. S. 3. bears North Seventy six degrees fifteen minutes West, twenty links distant, thence South Twenty degrees thirty minutes West Eighty six links to a stake marked L. S. 4. thence along the fence on the West line of said Santa Cruz and Menlo Park road: South Seven degrees West Three chains to a post marked L. S. 5.; thence South One degree forty-five minutes East Two chains Seventy seven links to a post marked L. S. 6.; thence South Eight degrees Thirty minutes West, six chains forty links to a post marked L. S. 7, thence South thirteen degrees West Three chains, twenty seven links to a post marked L. S. 8 thence South Three degrees forty five minutes West Two chains, Sixty six links to a post marked L. S. 9. thence South Thirteen degrees Fifteen minutes East. Five chains Eighty five links to a post marked L. S. 10: thence South Twenty degrees East One chain Seventy three links to a post marked L. S. 11. thence South Twenty three degrees East Eight chains ten links to a post marked L S 12. situated at the North Easterly corner of the Two Hundred and Sixty and Eighty one One Hundredths Acres Tract now or formerly belonging to the Estate of one Scanlin: thence along the Northerly line of said Two Hundred and sixty and Eighty One one Hundredths Acres tract South Sixty five degrees thirty seven minutes West Thirty three chains, Seventy eight links to an old White Oak Stump marked L. S. 13. Thence South Seventy six degrees fifteen minutes West Nine chains Eighty five links to a White Oak Stump three feet in diameter marked L S 14 thence South Sixty Seven degrees forty-five minutes West Nineteen chains Eighty one links to a post marked L S 15. thence South Seventy three degrees ten minutes West, ten chains to a post marked L S 16. from which a white Oak ten inches in diameter marked B. T L S. 16 bears South Forty one degrees, thirty minutes East thirty links: thence South Sixty nine degrees fifty two minutes West Eighty six chains sixty links

to a post marked " L. S. 17," in fence under a dead white Oak tree from which a white Oak five in diameter bears South Fifty five degrees West thirty eight links and a white Oak Six in diameter bears South Ten degrees East Thirty-seven links distant thence South Sixty-nine degrees fifty-two minutes West Twenty-nine chains ninety links to the center of Dennis Martin Creek which point is Station Four Hundred and seven of Dennis Martin Creek Survey from which a witness post marked " W. P. L. S. L." bears North Sixty-nine degrees fifty-two minutes East thirty-one links distant : thence down the Center of said Dennis Martin Creek following its meanderings in a North Easterly direction to the South West corner of land of the Spring Valley Water Company ; thence along the Southerly line of said Spring Valley Water Company's land North Sixty-one degrees Forty-five minutes East Twenty-nine chains fifteen links to a stake marked " L.S. S V W Co " thence along the Easterly line of said Spring Valley Water Company's land North Twenty degrees Eight minutes West Thirty-nine chains Sixty-three links to the Center of the San Francisquito Creek from which a witness post marked " W P L S. 18 " bears South Twenty degrees Eight minutes East Ninety six links distant and an Alder tree twenty two inches in diameter marked " B. T L S 18 " bears North Seven degrees ten minutes East Forty two links distant; thence up the center of said Creek following the meanderings thereof to the South East Corner of land formerly owned by one Mezes from which a witness post marked " W P. 86 " bears North Thirty three degrees forty five minutes West One Chain thirty seven links distant and the Easterly post of Dennis Martins old Saw Mill bears North Four degrees West thirty four links distant said Mill post marked on Easterly Side " W P. 237 " and on Westerly Side " W. P. 86 "; thence along the Easterly line of said Mezes land North Thirty three degrees forty five minutes West Eighteen Chains fourteen links to a white Oak marked " K " in Mayfield and Searsville road as formerly traveled; thence along the North line of said Mezes land South Fifty four degrees thirty minutes West Eight chains Seventy Eight links to the Center of Woodside road and at a stake marked " J " from which a witness post marked " W P J. L S." bears North Eighteen degrees fifty minutes East Seventy Eight and one half links distant; thence along the Centre of said Woodside Road North Sixteen degrees two minutes West Forty one Chains fifty two links to a post marked " E " in road from which a white Oak two feet in diameter marked " B T E 9 " bears North Forty nine degrees thirty minutes East, thirty links distant; thence leaving road North Forty nine degrees

thirty minutes East, and along the Southerly line of land of Mezes Fifteen chains Sixteen links to post marked "F. 8"; thence South Fifty six degrees Forty eight minutes East Six Chains Seventy four links to an old post marked "F. 7" thence North Forty three degrees East Four Chains twenty seven links to a post marked "F. 6" thence North Thirty five degrees forty eight minutes East Twenty four chains thirty links to a post marked "R. 2" from which a white Oak fourteen inches in diameter marked "B. T. R 2" bears South Thirty six degrees thirty minutes East twenty nine links distant; thence South Seventy five degrees fifteen minutes East Thirteen chains Eighty five links to a post marked "R 3." thence North Eighty nine degrees fifty one minutes East thirty one chains ninety five links to a post marked "R. 1" on West line of Walsh Road from which a white Oak Four feet in diameter marked "B T R 1" bears North Thirty nine degrees thirty minutes East One chain forty two links distant; thence along the Walsh Road South Thirty two degrees fifteen minutes East Thirteen chains Seventy links from which a witness post marked "A9" bears South Seventy one degrees thirty minutes West Forty five and one half links; thence along the centre of said road South Two degrees forty five minutes East Twenty one chains Six links from which a witness post marked "W P A 8" bears North Thirty nine degrees twenty five minutes West Sixty two links and a white Oak old marks "B. T. A 8" bears North Twelve degrees thirty minutes West Two Chains seven links and a post Oak twenty inches in diameter old mark "B. T. A. 8" bears North Twenty two degrees five minutes East Two Chains twenty six links distant and a witness post marked "W P A 8" bears North Thirty nine degrees twenty five minutes West Sixty two links distant: thence along the center of the Mayfield and Searsville road North Sixty Eight degrees East Twenty five chains sixty six links to Station "S" from which a white oak marked "B. T. S" Eighteen inches in diameter bears North Fourteen degrees thirty minutes East fifty four links distant; thence North Eighty nine degrees East Six chains four links to a post marked "L. S."; thence South Thirty three degrees thirty minutes West Sixty six links to a post marked "T". three links South of fence on South line of said road from which a white oak forty inches in diameter marked B T 3 bears South Thirty Six degrees Thirty minutes West One chain Eighty three links distant: thence along the south line of said road South Eighty nine degrees thirty minutes East Eighteen Chains twenty four links to a post marked "98" thence East Ten chains forty links to a post marked "V" in angle of fence; thence North Seventy

Eight degrees fifteen minutes East Eleven chains thirty seven links to a post marked "W"; thence North Eighty one degrees forty five minutes East. Fourteen Chains to a post marked "X"; thence North Eighty degrees thirty minutes East Fifteen chains fifty four links to a post marked "Y" on the south line of a proposed change in said road from which a White Oak three feet in diameter bears South Seventy seven degrees thirty minutes West six links distant; thence along the South line of said proposed road North Seventy seven degrees thirty minutes East Twenty two chains thirty four links to a post marked "Z". from which a white Oak Sixteen inches in diameter marked "B. T. Z" bears North Eighty two degrees thirty minutes West One chain Eighteen links distant; thence North Sixty nine degrees forty five minutes East Nineteen Chains Eighty nine links to the place of beginning, containing Two Thousand Five Hundred and twenty six and Sixty three-One Hundredths Acres of land more or less.

ALSO: that certain tract of land situated in said County of San Mateo bounded and described as follows: Beginning at the point of intersection of the Southerly line of land now or formerly owned by Edward Martin with the centre of the San Francisquito Creek from where a witness post marked "W. P. L." bears North Fifty Six degrees thirty minutes West Seventy Eight links; thence up the Center of said creek following the meanderings thereof to the North side of the Bridge on the Mayfield and Searsville road; thence along said road North Seventy three degrees forty five minutes West One chain thirteen links; thence South Seventy nine degrees forty five minutes West one chain thirty links; thence South Fifty nine degrees West Eighty links; thence South Twenty four degrees West twenty links to a stake marked "L. 2." thence North Fifty six degrees thirty minutes West Fifteen chains Seventy links to a stake marked "L" thence North Thirty three degrees thirty minutes East Twenty two chains to a stake marked "L. 3" from which a white oak marked "B. T. L. 3" bears South Twenty six degrees twenty minutes West Eighty seven links distant; thence along the South West line of said Martins land South Fifty six degrees thirty minutes East Thirteen chains twenty three links to place of beginning containing Twenty six and fourteen one hundredths Acres of land more or less.

ALSO: that certain tract of land situated in said County of San Mateo bounded and described as follows:— Beginning at the point of intersection of the South line of one Monahan with the center line of the San Francisquito Creek; thence along the South line of land of

said Monahan South Eighty degrees West Two chains ten links to the center of the Santa Cruz and Menlo Park road; thence along the center of said road South Nineteen degrees fifteen minutes East One chain Seventy four links; thence South One degree five minutes East Eighty four links; thence South Twenty six degrees fifteen minutes West Eighty two links; thence South Thirty six degrees West Two chains sixty four links; thence South Twenty three degrees thirty minutes West One chain five links; thence South One degree thirty minutes West Ninety six links from where a Witness post marked "L. S. 684" bears South Sixty nine degrees forty five minutes West forty five links distant, the same being the point of beginning of the foregoing described Twenty five hundred and twenty six and Sixty three one-hundredths Acre tract of land; thence North Sixty nine degrees fifteen minutes East along the North line of land of Mezes seven chains eleven links to the center of said San Francisquito Creek; thence down the center of said creek North Thirty seven degrees thirty minutes West Three chains sixty eight links; and thence North Fourteen degrees thirty minutes West Two chains twenty one links to the place of beginning containing Two and twenty six one-hundredths Acres of land, more or less.

The said several tracts of land hereinbefore described and situate in the counties of San Mateo and Santa Clara, together constitute the tract of land commonly known and hereinbefore referred to, as the Palo Alto Farm.

B

That certain tract, piece or parcel of land situate, lying and being in the City and County of San Francisco, State of California, bounded and particularly described as follows, to-wit: Commencing at the corner formed by the intersection of the southerly line of California Street with the Westerly line of Powell Street; thence running westerly along the southerly line of California Street two hundred and six (206) feet and three (3) inches; thence at a right angle southerly and parallel with the westerly line of Powell Street two hundred and seventy-five (275) feet to the northerly line of Pine Street; thence at a right angle easterly and along said northerly line of Pine Street two hundred and six (206) feet and three (3) inches to the westerly line of Powell Street; and then at right angles northerly and along said westerly line of Powell Street two hundred and seventy-five (275) feet to the southerly line of California Street and the point of commencement; and being portion of

Block One hundred and sixty-four (164) of the Fifty Vara Survey of the City of San Francisco.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, including all of the improvements and home situate upon said real property.

C

(Real Estate in the City and County of San Francisco:)

Those certain lots, pieces or parcels of land situate, lying and being in the City and County of San Francisco, State of California, and described as follows:

That certain portion of the San Miguel Rancho bounded by the road known as the Alms-house Road on the North, by the Mission and Ocean Macadamized Road on the South, and by the lands of James P. McCarthy on the West, being triangular in shape and containing about two (2) and one-fourth ($\frac{1}{4}$) acres of land.

(Real Estate in the Counties of San Mateo and Santa Clara:)

All that certain lot, piece or parcel of land, situate, lying and being in the Martin Tract, County of San Mateo, State of California, and more particularly described as follows, to-wit: Beginning at the point of intersection of the center lines of Oak Avenue and Olive Avenue and running thence along said line of Olive Avenue South $56^{\circ} 30'$ East, fifteen chains fifteen links (15.15 chs.) to a stake on the left bank of the San Francisquito Creek; thence up said Creek along its left bank the following courses and distances, South $40^{\circ} 10'$ West four chains sixty links (4.60 chs.); South $39\frac{1}{4}^{\circ}$ West two chains twenty links (2.20 chs.); thence leaving said Creek North $56^{\circ} 30'$ West fifteen chains forty-four links (15.44 chs.) to the center of Oak Avenue, and thence along the center line of Oak Avenue North $33^{\circ} 30'$ East six chains seventy-six links (6.76 chs.) to the point of beginning; containing ten (10) acres of land, and being part of said Martin Tract as per map filed in the County Recorder's Office of said County of San Mateo, September 6, 1887.

Also that certain lot, piece or parcel of land situate in the County of San Mateo, State of California, described as follows: Beginning at the easterly corner of Ravenswood Avenue, Menlo Park, and the County Road leading from San Francisco to San Jose, and running thence along the easterly line of said Avenue, North $31^{\circ} 32'$ East 204.2/10 feet, more or less, to a point of said line 150 feet distant measured at right angles

southwesterly from the center line of the track of the Southern Pacific Railroad; thence running parallel to the said center line of said Railroad track, and at a uniform distance of 150 feet southwesterly therefrom, South $51^{\circ} 45'$ East eleven hundred and five and eight-tenths feet; thence at right angles South $38^{\circ} 15'$ West one hundred and twenty-five feet, more or less, to the northerly line of the County Road first above mentioned; thence along said line of said County Road North $50^{\circ} 41'$ West 341 feet; thence continuing along said line of said County Road North $58^{\circ} 19'$ West seven hundred and forty-four and four-tenths feet, more or less, to the point of commencement. Containing 3.74 acres of land, more or less. Courses run from the true Meridian, Magnetic Variation $16^{\circ} 2'$ East.

Also that certain lot, piece or parcel of land situate, lying and being in the County of San Mateo, State of California, and described as follows: Commencing at the north corner of the tract of land hereinbelow described at a point which is fifty feet distant measured at right angles southwesterly from the center line of the track of the Southern Pacific Railroad, and which point is more definitely determined and established by the following true courses and distances from the intersection of the easterly line of Ravenswood Avenue, Menlo Park, with the southwesterly boundary line of the present roadbed of the said Southern Pacific Railroad, viz: Beginning at the said intersection of the easterly line of said Avenue with the said southwesterly boundary line of said roadbed of said railroad, and running thence along said boundary line of said roadbed, parallel to the center line of said railroad and 30 feet distance southwesterly therefrom South $51^{\circ} 45'$ East twelve hundred feet; thence at right angles South $38^{\circ} 15'$ West 20 feet to the said first above mentioned point of commencement at the north corner of tract of land hereinbelow described, running thence along the boundary of said tract on a line parallel to said center line of said railroad and distant 50 feet at right angles southwesterly therefrom South $51^{\circ} 45'$ East 2543 feet more or less to the middle line of San Francisquito Creek; thence following the middle line of said creek South $38^{\circ} 39'$ West 75.7/10 feet, South $64^{\circ} 22'$ West 50 feet, North $76^{\circ} 11'$ West 200.5/10 feet; South $63^{\circ} 19'$ West 75 feet more or less to the point where the middle line of said creek intersects the northerly line of the County Road leading from San Francisco to San Jose; thence along the said line of said County Road North $50^{\circ} 41'$ West 2307.4/10 feet more or less to a point which bears South $38^{\circ} 15'$ West from the said point of commence-

ment described above as being the north corner of the tract of land herein described, thence North $38^{\circ} 15'$ East 226.5/10 feet more or less to the said point of commencement at said north corner of tract of land above described, containing 14.8/100 acres of land more or less. Courses run from the true Meridian, Magnetic variation, $16^{\circ} 2'$ East. LESS AND EXCEPTING that portion thereof owned by Charles G. Lathrop and particularly described in Deed from Leland Stanford and Jane L. Stanford, his wife, to said Charles G. Lathrop, dated December 28, 1892, and recorded on January 12, 1893, in Liber No. 64 of Deeds, page 120, Records of San Mateo County, as follows, to-wit: Beginning at the intersection of the easterly line of the San Francisco and San Jose Road with the southerly line of Ravenswood Avenue at a stake marked "L. S. 1," and running thence along the southerly line of Ravenswood Avenue North $31^{\circ} 32'$ East 204.35 feet to a stake marked "L. S. 2" and S. P. R. R.; said point being distant South $31^{\circ} 32'$ W. 150 feet from the center line of the main stake of the Southern Pacific Railroad; thence South $51^{\circ} 45'$ East 250.5/10 feet to a stake marked "L. S. X;" thence South $32^{\circ} 55'$ West 175.6/10 feet to post of fence on the easterly line of said San Francisco and San Jose Road marked "L. S. XX;" thence along the easterly line of said San Francisco and San Jose Road fifty-eight (58) degrees eighteen minutes west, 244.6/10 feet to the place of beginning.

Also all that certain piece or parcel of land situate, lying and being mainly in the County of Santa Clara, and partly in the County of San Mateo, State of California, and bounded and particularly described as follows, to-wit: Commencing at a point in the center line of San Francisco Creek, from which a live oak tree 35 inches in diameter marked "M. M. No. 1" on the right bank of said creek bears S. 69° E. 80 links distant, running thence up the center of said creek with the meanders thereof, as follows, S. 58° W. 2.06 chains, S. $76\frac{1}{2}^{\circ}$ W. 2.16 chains, S. $77\frac{1}{2}^{\circ}$ W. 12.62 chains, S. 79° W. 7.23 chains, and S. $74\frac{1}{2}^{\circ}$ W. 3.72 chains to the junction of said creek with the Los Trancos Creek; thence S. 54° W. 1.71 chains; thence leaving the creek and running along the easterly line of Menlo Park and Santa Cruz turnpike S. $16\frac{1}{2}^{\circ}$ E. 4.00 chains to a post in a stone mound on the easterly line of said turnpike; thence leaving the turnpike and crossing the Los Trancos Creek S. $3\frac{1}{2}^{\circ}$ W. 2.80 chains to a stake from which a live oak tree 28 inches in diameter bears N. $14\frac{1}{2}^{\circ}$ W. 52 links distant; thence S. $27\frac{1}{2}^{\circ}$ W. 1.20 chains to a post; thence S. 47° W. 1.00 chain to a post; thence S. $57\frac{1}{2}^{\circ}$ W. 2.73 chains to

a post from which the center of a small road bridge bears S. 26° E. 135 links distant; thence crossing said Los Trancos Creek S. $59\frac{1}{2}^{\circ}$ W. 2.50 chains to a post in a stone mound on the left bank of said last-named creek; thence S. $45\frac{1}{2}^{\circ}$ W. 2.40 chains to a stake in the easterly line of said turnpike; thence along a fence on the easterly line of said turnpike S. $10\frac{1}{2}^{\circ}$ W. 3.78 chains to a post in said fence; thence S. $1\frac{1}{2}^{\circ}$ W. 4.59 chains to a post; thence S. $10\frac{1}{2}^{\circ}$ W. 7.66 chains to a post in said fence marked "W"; thence S. $2\frac{1}{4}^{\circ}$ W. 2.12 chains to a post in fence; thence S. 9° E. 4.60 chains to a post at fence marked "XY" (being a corner of the tract); thence leaving the turnpike and crossing said Los Trancos Creek N. $86\frac{1}{2}^{\circ}$ E. 21.70 chains to a post (being a corner of the tract) from which a white oak tree 32 inches in diameter bears S. $10\frac{1}{2}^{\circ}$ W. 142 links distant; thence up the general course of a small creek S. 38° E. 23.58 chains to a post on the left bank of said small creek (being a corner of the tract) from which a white oak tree 30 inches in diameter bears S. $5\frac{1}{2}^{\circ}$ E. distant 25 links; thence across said small creek N. $86\frac{1}{2}^{\circ}$ E. 51.60 chains to a post in a heavy rail fence (being a corner of the tract) from which a white oak tree on the main ridge bears N. $68\frac{1}{4}^{\circ}$ W.; thence along said heavy rail fence, according to the survey made of said tract in 1857 by Charles T. Healy, Deputy County Surveyor of Santa Clara County, N. 38° W. 18.58 chains to a station in fence, N. $34\frac{1}{2}^{\circ}$ W. 10.13 chains to a station in fence, N. 36° W. 8.69 chains to a station in fence, N. $39\frac{1}{2}^{\circ}$ W. 4.91 chains to a station in fence N. $58\frac{1}{2}^{\circ}$ W. 11.63 chains to a station in fence, N. $41\frac{1}{2}^{\circ}$ W. 13.50 chains to a station in fence, N. $59\frac{1}{2}^{\circ}$ W. 6.15 chains to a station in fence, N. 65° W. 2.33 chains to a station in fence, and N. 69° W. 5.44 chains to the center of said San Francisquito Creek and to the point of beginning, containing 300.35/100 acres of land, more or less, of which 295.35/100 acres are situate in Santa Clara County and five acres are situate in San Mateo County, being a portion of the Rancho el Corte de Madera, and being the same land conveyed to Henry P. Coon by J. J. Felt, by deed dated March 30, 1870, and recorded in Liber 17 of Deeds at page 201 in the Recorder's office of said Santa Clara County.

Also all that certain parcel of land situate in San Mateo County, State of California, and bounded northerly by the San Francisquito Creek, easterly and southerly by the Menlo Park and Santa Cruz Turnpike road (so-called) and by lands of the late Leland Stanford and westerly by lands of said Stanford and by said San Francisquito Creek, containing 6.29/100 acres of land, more or less.

Also all that certain strip or tract of land situate partly in the County of San Mateo and partly in the County of Santa

Clara, in said State of California, and described as follows, to-wit: Commencing at the point of intersection of the easterly line of Menlo Park and Santa Cruz Turnpike road (so-called) with the southerly line of the San Francisquito Creek; and thence leaving the creek and running along the easterly line of said road S. $16\frac{1}{4}^{\circ}$ E. 4.00 chains to a post in a stone mound; thence leaving said road and crossing the Los Trancos Creek S. $3\frac{1}{2}^{\circ}$ W. 2.80 chains to a stake from which a live oak tree 28 inches in diameter bears N. $17\frac{1}{4}^{\circ}$ W. 52 links distant; thence S. $27\frac{1}{4}^{\circ}$ W. 1.20 chains to a post; thence S. 47° W. 1.00 chain; thence S. $57\frac{1}{4}^{\circ}$ W. 2.73 chains to a post from which the center of a small road bridge bears S. 26° E. 135 links distant and the south fork of a double live oak tree 19 inches in diameter on right bank of creek bears N. 23° E. 1.60 links distant; thence crossing said Los Trancos Creek S. $59\frac{1}{2}^{\circ}$ W. 2.50 chains to a post in a stone mound; thence S. $45\frac{1}{2}^{\circ}$ W. 2.40 chains to a stake in the easterly line of said Menlo Park and Santa Cruz turnpike; thence northerly and along said easterly line of said turnpike to its intersection with said southerly line of San Francisquito Creek, and to the place of beginning, containing seven and one-half acres of land, and being the parcel of land conveyed to said Henry P. Coon by Dennis Martin by deed dated January 5th, 1878, and recorded in Book 29 of Deeds at page 194, in the Recorder's Office of said County of San Mateo.

Also all that certain tract or parcel of land situate, lying and being in the County of Santa Clara, State of California, being a portion of the "Rancho el Corte de Madera," and bounded and described as follows, to wit: Beginning at a redwood post on the most southerly corner of a tract of land belonging to H. P. Coon in 1873, as surveyed by G. F. Allardt in March, 1870, said post being the most easterly corner of 36.47/100 acres of land conveyed to J. P. Whitney by J. J. Felt, and from which post and corner a white oak tree 30 inches in diameter bears (variation 15°) S. $5\frac{1}{2}^{\circ}$ E. 25 links distant, and another white oak tree 30 inches in diameter bears N. 44° W. distant 68 links; thence (with same variation) S. 38° E. 4.71 chains to a post and corner of the tract; thence N. $86\frac{1}{2}^{\circ}$ E. 27.88 chains to a stake from which a white oak tree marked with a cross bears N. $3\frac{1}{2}^{\circ}$ W. distant to the center about two links, at 51.60 chains to a post on the northeasterly boundary of El Corte de Madera Rancho; thence on said boundary of the United States survey and patent of said Rancho (variation 16° E.) N. $36\frac{1}{4}^{\circ}$ W. 4.67 chains to a post in a board fence on the southerly boundary of the aforesaid H. P. Coon's land from

which point the corner of said fence and a rail fence bears (variation 15° E) N. $86\frac{1}{2}^{\circ}$ E. distant 25 links; thence along said board fence 51.67 chains to the point of beginning. Containing 20 $\frac{52}{100}$ acres of land. Being the parcel of land conveyed to Henry P. Coon by J. J. Felt, by deed dated March 4, 1873, and recorded in Liber 27 of Deeds at page 601, in said Recorder's Office of the County of Santa Clara.

Also all that certain parcel or strip of land situate, lying and being in the County of Santa Clara, State of California, and described as follows, to-wit: Lying on the southeasterly side of the Los Trancos Creek between the line of highwater mark of said creek and the northwesterly boundary of the tract of land conveyed by said J. J. Felt to H. P. Coon by deed dated March 30th, 1870; said tract hereby described containing one-half acre, more or less, and being the same land as conveyed to said H. P. Coon by Dennis Martin and wife by deed dated March 24th, 1876, and recorded in Liber 40 of Deeds, at page 107, in the County Recorder's Office of said County of Santa Clara. All of the above-described pieces, tracts or parcels of land being the same lands conveyed by Hannah M. Coon, Executrix, William F. McNutt, Executor, Henry Irving Coon, Executor, Charles M. Coon, Executor of the Last Will of Henry P. Coon, deceased, and Hannah M. Coon, Mary Louisa McNutt, Henry Irving Coon, Charles M. Coon and Frederick H. Coon, to Joseph Macdonough by deed dated June 2nd, 1886, and recorded in the Recorder's Office of the County of Santa Clara, in Book 85 of Deeds at page 205, and in the Recorder's Office of the County of San Mateo in Liber 40 at page 201.

Also that certain piece or parcel of land situate, lying and being in the County of San Mateo, State of California, part of the "Rancho el Corte de Madera," bounded and described as follows, to wit: Commencing at a point on the westerly line of the Menlo Park and Santa Cruz Turnpike road (so-called), at a post marked F. 58, and running thence along the westerly line of said road S. $15^{\circ} 35'$ W. 6.31 chains; S. $6^{\circ} 5'$ W. 4.89 chains; S. $25\frac{1}{2}^{\circ}$ W. 6.48 chains; S. $14\frac{1}{4}^{\circ}$ W. 0.70 chains; S. $3^{\circ} 2'$ W. 1.06 chains; S. $3\frac{1}{2}^{\circ}$ E. 7.11 chains; S. $29^{\circ} 35'$ W. 8.28 chains; S. $20\frac{1}{4}^{\circ}$ W. 1.34 chains; S. $7\frac{1}{2}^{\circ}$ W. 2.04 chains; S. $0^{\circ} 30'$ W. 2.84 chains to a post marked BTF 68, from which a live oak six inches in diameter bears N. 29° E. 42 links and a live oak four inches in diameter bears N. $63\frac{1}{2}^{\circ}$ E. 17 links; thence leaving said road N. $42\frac{1}{4}^{\circ}$ W. 0.90 chains, N. $47\frac{1}{2}^{\circ}$ W. 22.00 chains, N. $29\frac{1}{2}^{\circ}$ W. 5.66 chains, N. 31° W. 7.49 chains, N. 28° W. 3.67 chains, N. $32\frac{1}{4}^{\circ}$ E. 1.46 chains, N. $36\frac{1}{4}^{\circ}$ E. 1.17 chains, N. $33\frac{1}{2}^{\circ}$ E. 1.16

chains, N. $9\frac{1}{4}^{\circ}$ E. 0.95 chains, N. $70\frac{1}{2}^{\circ}$ E. 1.04 chains, N. $64\frac{3}{4}^{\circ}$ E. 1.52 chains, N. $58\frac{1}{4}^{\circ}$ E. 1.22 chains, N. 41° E. 1.35 chains, N. $77\frac{1}{2}^{\circ}$ E. 1.46 chains, S. 87° E. 1.64 chains, S. $82\frac{1}{4}^{\circ}$ E. 2.92 chains, N. 67° E. 0.98 chains, N. $86\frac{1}{4}^{\circ}$ E. 3.27 chains, S. 89° E. 1.57 chains, S. $64\frac{1}{4}^{\circ}$ E. 0.98 chains, S. $59\frac{1}{2}^{\circ}$ E. 1.23 chains, S. $50\frac{1}{2}^{\circ}$ E. 1.40 chains, S. $60\frac{1}{4}^{\circ}$ E. 1.22 chains, N. $80\frac{1}{2}^{\circ}$ E. 1.69 chains, N. $71\frac{1}{2}^{\circ}$ E. 2.09 chains, N. $65\frac{1}{2}^{\circ}$ E. 0.85 chains, N. $69^{\circ} 5'$ E. 8.60 chains to the place of commencement, containing 74.97 acres.

Also an undivided half of that certain lot, piece or parcel of land situate in the County of San Mateo, State of California, bounded and described as follows: Beginning at a post marked "86" in the center of the channel of the San Francisquito Creek between Dennis Martin's Old Mill on the left bank and a high rock on the right bank, and running thence leaving said creek, north $33\frac{1}{4}^{\circ}$ west 18.26 chains to a white oak tree marked "K" standing in the center of the road from Searsville to Redwood City or Menlo Park; thence along said road south $54\frac{1}{2}^{\circ}$ west 8.78 chains to a witness post marked "J" at the intersection of said road with the road to Woodside; thence north $16\frac{3}{4}^{\circ}$ west to a point where said last-named course intersects the southerly line of Lot Twenty-one (21) (now owned by the Spring Valley Water Works) if projected easterly across the Searsville and Woodside road; thence along said southerly line of Lot twenty-one, south $73\frac{1}{2}^{\circ}$ west 5 chains more or less to the center of Bear Gulch Creek; thence southerly along the center of Bear Gulch Creek and following the meanderings thereof to its intersection with the center line of San Francisquito Creek; and thence easterly along the center of San Francisquito Creek to the place of beginning. Containing 25 acres of land, more or less.

Also all that certain piece or parcel of land situate, lying and being in the Counties of San Mateo and Santa Clara, partly in each, State of California, and being part of the "Rancho el Corte de Madera," bounded and described as follows, to wit: Commencing at a point on the easterly line of the Menlo Park and Santa Cruz Turnpike road (so-called) where the southern boundary line of the land lately of James P. Whitney and afterwards of the estate of H. M. Newhall crosses the said easterly line of road and from which point a live oak tree 24 inches in diameter, marked B. T. F. 1, bears S. $11\frac{1}{2}^{\circ}$ E. 113 links, said point of commencement being marked F. 1 and running thence along the easterly line of said Turnpike road as follows, to wit: S. $19\frac{1}{4}^{\circ}$ E. 3.43 chains to post marked F. 2, S. 15° E. 0.89 chains to F. 3, S. $8^{\circ} 40'$ E. 1.54 chains to F. 4, S. $4\frac{1}{2}^{\circ}$ E. 4.35 chains to F. 5, S. $3^{\circ} 50'$ W. 3.71 chains to F. 6, S. $10\frac{1}{4}^{\circ}$ E.

1.45 chains to F. 7, S. $0^{\circ} 15'$ W. 6.25 chains to F. 8, S. $18^{\circ} 50'$ E. 7.90 chains to F. 10, S. $13\frac{1}{2}^{\circ}$ E. 4.16 chains to F. 11, S. $11\frac{1}{2}^{\circ}$ E. 1.61 chains to F. 12, S. $8^{\circ} 15'$ W. 3.88 chains to F. 13, S. 1° W. 2.76 chains to F. 14, S. $12\frac{1}{2}^{\circ}$ E. 0.78 chains to F. 15, S. 33° E. 3.80 chains to F. 57, S. 33° E. 4.43 chains to F. 16, S. 44° E. 3.13 chains to F. 18, S. 36° E. 2.19 chains to F. 19, S. $20\frac{1}{4}^{\circ}$ E. 1.27 chains to F. 20, S. $1\frac{1}{4}^{\circ}$ W. 2.66 chains to F. 21, S. $26\frac{1}{2}^{\circ}$ W. 2.78 chains to F. 22, S. $28\frac{3}{4}^{\circ}$ W. 4.74 chains to F. 23, S. $21\frac{1}{2}^{\circ}$ W. 1.22 chains to F. 24, S. $2\frac{1}{2}^{\circ}$ E. 1.35 chains to F. 25, S. 9° E. 5.12 chains to F. 26, S. $14^{\circ} 7'$ W. 4.80 chains to F. 27, S. $15^{\circ} 35'$ W. 6.26 chains to F. 28, S. $5\frac{1}{2}^{\circ}$ W. 4.61 chains to F. 29, S. 25° W. 6.56 chains to F. 30, S. $6^{\circ} 25'$ W. 2.45 chains to F. 31, S. $6\frac{1}{2}^{\circ}$ E. 2.07 chains to F. 32, S. $3^{\circ} 40'$ E. 3.78 chains to F. 33, S. $12^{\circ} 07'$ W. 0.96 chain to F. 34, S. $28^{\circ} 50'$ W. 8.69 chains to F. 35, S. 18° W. 0.61 chains to F. 36, S. $7\frac{1}{4}^{\circ}$ W. 2.20 chains to F. 37, S. 1.81 chains to F. 38, S. $3\frac{1}{2}^{\circ}$ W. 1.59 chains to F. 39; thence leaving said road S. 41° E. 3.22 chains to F. 40, N. 56° E. 7.69 chains to F. 41, N. $55^{\circ} 24'$ E. 11.79 chains to F. 44, S. 74° E. 6.25 chains to F. 45, N. $73\frac{1}{2}^{\circ}$ E. 6.92 chains to F. 46, N. $75^{\circ} 5'$ E. 7.77 chains to F. 47, N. $26\frac{1}{4}^{\circ}$ W. 12.77 chains to F. 48, N. $72^{\circ} 5'$ E. 17.75 chains to F. 49, N. $77^{\circ} 10'$ E. 42.23 chains to F. 50, S. $71\frac{1}{2}^{\circ}$ E. 6.58 chains to F. 51, N. $82^{\circ} 40'$ E. 6.82 chains to F. 52, N. $11^{\circ} 15'$ E. 38.67 chains to F. 56, N. $11^{\circ} 15'$ E. 10.73 chains to stake marked M. F. S. from which, a live oak 48 inches in diameter BTMFS bears South $35\frac{1}{2}^{\circ}$ E. 173 links, N. 61° W. 20.36 chains to post M. M. 2, white oak 24" diameter BTMM2 bears S. $42\frac{3}{4}^{\circ}$ E. 33 links, N. $36^{\circ} 5'$ W. 3.86 chains to F. 55, white oak 24" diameter BTMM2 bears S. $36\frac{1}{2}^{\circ}$ E. 4.19 chains, N. $36^{\circ} 5'$ W. 20.76 chains to stake C. S. F., S. $87^{\circ} 34'$ W. 19.61 chains, S. $87^{\circ} 48'$ W. 32.57 chains to F. 53, N. $36^{\circ} 17'$ W. 4.71 chains to F. 54, S. $87^{\circ} 48'$ W. 26.14 chains to place of commencement, said piece or parcel of land containing 873.64 acres.

Also that certain lot, piece or parcel of land situate, lying and being in the County of Santa Clara, State of California, bounded and described as follows: Beginning at a point on the westerly boundary of the S. P. R. R. (Northern Division) right of way, south $51^{\circ} 30'$ East, distant 51.9/12 feet from the intersection of the westerly boundary of said S. P. R. R. right of way with the northerly side of road to Seale's House; thence south $54^{\circ} 03'$ west distant 1,328 4/12 feet to easterly side of San Francisco and San Jose public road; thence along the easterly boundary of said road, south $42^{\circ} 13'$ east, distant 1,143.8/12 feet to northerly line of lands belonging to Alex. Peers, as conveyed to said Peers by deed of Stanford to Peers, dated October 7th, 1887; thence on boundary line

between lands of said Peers and Stanford north $58^{\circ} 58'$ east, distant 1,516 feet and 10.4/10 inches; thence south 81° east 98.6/10 feet to westerly boundary of S. P. R. R. right of way; thence north $51^{\circ} 30'$ west, distant 1,387.3/12 feet, along the westerly boundary of said right of way, to place of beginning, containing 40.26/100 acres, and being a portion of "Rinconado del Arroyo de San Francisquito Rancho."

Also that certain lot, piece or parcel of land situate, lying and being in the County of Santa Clara, State of California, bounded and described as follows: Beginning at the intersection of the southerly boundary of the Embarkadero road, with the westerly boundary of the S. P. R. R. (Northern Division) right of way, distant 30 feet at right angles from the center of said Railroad track; thence south $70^{\circ} 15'$ west 1,085 feet along the southerly side of said Embarkadero road to the easterly side of the San Francisco and San Jose Public road; thence south $42^{\circ} 13'$ east 2,175.9/12 feet along the easterly side of said road to the northerly side of road to Seale's house to post marked "S4"; thence along the northerly side of said road north $54^{\circ} 03'$ east, distant 1,322 feet to the westerly boundary of the S. P. R. R. (Northern Division) right of way; thence along the westerly boundary of the said right of way north $51^{\circ} 30'$ west, distant 1,927.5/12 feet to place of beginning. Containing 55.51/100 acres, and being a portion of "Rinconado del Arroyo de San Francisquito Rancho."

(Real Estate in the County of Tehama.)

Also those certain lots, pieces or parcels of land situate, lying and being in the County of Tehama, State of California, bounded and described as follows:

A fractional portion of that certain Rancho known as the Rancho de los Molinos (patented to A. G. Toomes) the portion herein described being known as the Copeland Ranch, bounded on the north by Dry or Toomes Creek, on the West by the Sacramento River, on the South by the lands of the Leland Stanford Junior University, and on the East by the eastern boundary of said Rancho de Los Molinos, and more particularly bounded, to wit: Beginning at the northwest corner of Section Thirty-six, Township 25 North, Range 2 West, Mount Diablo Base and Meridian, running North 9 chains to center of Dry or Toomes Creek; thence down the center of said Creek to the Sacramento River; thence down the east bank of the Sacramento River to the line fence between the lands herein conveyed and the Leland Stanford Junior University lands; thence North 54° east along said line fence. 118

chains to the East side of the County Road leading from Tehama to Vina; thence North 28° West along the east side of said County Road and fence 37 chains to corner of fence; thence North $67\frac{1}{2}^{\circ}$ East along fence 98 chains to the southwest corner of Lot Two, Section One, Township 24 North, Range 2 West, Mt. Diablo Base and Meridian; thence North $13.40/100$ chains to quarter section corner; thence West 40 chains to southwest corner of Section Thirty-six, Township 25 North, Range 2 West, Mt. Diablo Base and Meridian; thence North 80 chains to place of beginning; containing 2,238 acres of land, more or less.

Also the southwest quarter, and the north one-half of the southeast quarter of Section Thirty-two, Township twenty-five North, Range one West, Mt. Diablo Base and Meridian; containing two hundred and forty acres and known as the Shafer Ranch.

Also all that part of the southeast quarter of the northeast quarter of Section One, Township twenty-four north, Range two West, Mt. Diablo Base and Meridian, lying north of Deer Creek and containing thirty acres, more or less.

Also the Northeast quarter of Section Thirty-two in Township twenty-four North. Range one West, Mt. Diablo Base and Meridian, containing one hundred and sixty acres, more or less.

Also the Northwest quarter of Section Thirty-two, Township twenty-four North, Range one West, Mount Diablo Base and meridian, containing one hundred sixty acres.

Also the Fractional southwest quarter of Section Thirty in Township Twenty-four North, Range one East, Mount Diablo Base and Meridian, containing one hundred and sixty-eight acres and fifty-five hundredths of an acre (168.55).

Also the south half of the southwest quarter and the south half of the southeast quarter of Section Thirty-four in Township 25 north, Range 1 West, Mt. Diablo Base and Meridian, containing one hundred and sixty acres.

Also Lots Numbers One, Two, Eleven and Twelve, in Block Number Twenty-three as laid down and designated on the official map of the town of Vina.

Also the northeast quarter of the northwest quarter of Section Twenty-six, Township 24 North, Range 1 West, Mt. Diablo Base and Meridian, containing forty acres.

Also all rights now owned, possessed or enjoyed by Jane L. Stanford to the waters of said Deer Creek or to the waters of said Dry or Toomes Creek and all ditches for the carriage of said waters, and all

waters or water ditches or water rights belonging or appertaining to said tracts of land or either of them, or arising on, or brought to, or carried over, or used on said tracts of land or either of them.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

Also the north half of the northeast quarter of Section Twenty-six, Township 24 North, Range 1 West, Mt. Diablo Base and Meridian, containing eighty acres.

Also an undivided five twenty-eighths ($5/28$) of those certain parcels or tracts of land situate, lying and being in the County of Tehama, State of California, and particularly described as follows, that is to say: The south half of Section Two, Township 23 North, Range 6 West, Mount Diablo Base and Meridian, containing three hundred and twenty acres. Also the north half of the north half of Section Ten, Township 23 North, Range 6 West, Mt. Diablo Base and Meridian, containing one hundred and sixty acres.

(Real Estate in the County of Napa:)

Also all those certain lots, pieces or parcels of land situate, lying and being in the County of Napa, State of California, bounded and described as follows:

1. Commencing on Washington Avenue at the northwesterly corner of C. H. Doe's land in Block Two of the Calistoga Springs property, Calistoga, according to T. W. Morgan's map of the survey of said Calistoga lands; thence southerly along Washington Avenue to Cathcart's northerly line; thence easterly along said Cathcart's northerly line to Wapoo Avenue; thence northerly along said Wapoo Avenue to the southeasterly corner of said C. H. Doe's land, and thence along said Doe's land northerly to the place of beginning.

2. Also commencing at the northeast corner of Lot Twenty, Bender's survey of said Calistoga lands; thence southerly along the line of said Lot Twenty to a small Elm tree on the northerly line of Cathcart lands; thence southerly along said Cathcart's northerly line to Washington Avenue; thence northerly along the westerly line of said Avenue to Grant Street; thence along the southerly line of Grant Street westerly to the place of beginning.

3. Also Lots Twelve, Thirteen, Fourteen, and 30 feet of the northerly part of the triangle in Block Two of the Calistoga Springs property according to the survey of T. W. Morgan of said Calistoga lands, said triangular piece of land adjoining said Lot Number Twelve, afore-

said, on the southerly line thereof, and the whole fronting on Wapoo Avenue and Washington Avenue one hundred and twenty feet.

4. Also commencing on the easterly line of Lincoln Avenue in the Town of Calistoga, at the most northerly corner of the sixty-foot lot heretofore conveyed to G. F. Boynton; thence running northeasterly along the easterly line of Lincoln Avenue about 280 feet to the line of Block No. Seven of Morgan's survey of the Calistoga Springs property; thence easterly along the southerly line of said Block Seven about 500 feet to the five-acre tract of land heretofore conveyed to said G. F. Boynton; thence southerly along the westerly line of said five acre tract about 450 feet to the northerly line of said 60-foot lot so conveyed to said Boynton aforesaid; thence westerly along the said line of said 60-foot lot about 450 feet to the place of beginning.

5. Also commencing at the southwest corner of land conveyed by the Sacramento Bank to J. J. Bennett (being Lot No. Two, of Bender's survey of Calistoga lands); thence northerly along said Bennett's west line about twelve chains to a fence, thence westerly in a direct line to the southeast corner of the Swimming Bath Building; thence in a direct line to the northeast corner of Block No. Seven of Morgan's survey of Hot Springs property; thence along the east line of said Block Seven to the north line of Washington Avenue and to the line of the five-acre tract of land conveyed to G. F. Boynton; thence along the northern line of said five-acre tract to the most easterly corner thereof; thence southwesterly along the easterly line of said five-acre tract to the southeasterly corner thereof, and thence continuing the same course to the southerly line of Lot No. Three of Bender's survey and line of the Railroad, and thence easterly along the southerly line of said Lot Three to the place of beginning, containing fifty acres more or less, excepting therefrom about $6\frac{1}{2}$ acres from the easterly end thereof heretofore conveyed to F. M. McPherson. There is also reserved a right of way over the southerly line of said Tract twenty feet in width, from said reserved $6\frac{1}{2}$ -acre tract to a point opposite the intersection of Girard Street and the Railroad.

6. Also commencing at the northwest corner of land conveyed by Sacramento Bank to J. J. Bennett; thence along said J. J. Bennett's line about fifty-two rods to a post; thence in a direct line westerly towards the southeast corner of Swimming Bath Building eighteen and one-third rods to a stake; thence in a direct line southwesterly to the Railroad line; thence easterly eighteen and one-third rods to the place of beginning, containing six acres more or less. Also, a right of-way

twenty feet wide along the westerly line of Lot Three of Bender's survey of Calistoga to a point opposite the intersection of Girard Street and the Railroad. The same being the property deeded to G. W. F. Johnson by F. M. McPherson on the 15th day of December, 1883, and recorded in Liber 35 of Deeds, page 28, Records of Napa County, on the 15th day of December, 1883.

7. Also commencing at a post about 168 feet East from the Railroad Company's east line and 72 feet north from the Railroad Tract; thence running in an easterly direction $329\frac{1}{2}$ feet to a post; thence northerly 709 feet to a post; thence westerly $64\frac{1}{2}$ feet to the corner of a picket fence; thence southwesterly along said picket fence 265 feet to the intersection of two picket fences; thence southerly along the picket fence 589 feet to the place of beginning. Containing five acres more or less, being a part of the Calistoga lands as surveyed by T. W. Morgan in the year 1871. Being the same tract conveyed to G. F. Boynton by G. W. F. Johnson by deed dated 22nd June, 1882, and recorded in Liber 29 of Deeds, page 476, Records of Napa County.

8. Also commencing on the west line of Lot Two of Bender's survey of Calistoga lands at the intersection of two fences, about twelve chains northerly from the southern boundary of Lot No. Three of said survey; thence northerly along the westerly line of said Lot No. Two, to the southerly line of Lot No. Four of said survey; thence westerly in a direct line of Lots Four and Seven of said survey to the west line of Brannan Street; thence southerly along said west line of Brannan Street to the south line of Washington Avenue; thence along said south line of Washington Avenue, westerly, southwesterly and southerly to the north line of Lot No. Four in Block No. Two of Morgan's survey of the Old Calistoga Springs property to Cathcart's north line; thence southeasterly along said north line to Wapoo Avenue; thence along the said Avenue on the West side thereof, by its several courses and distances, to a point where it intersects Lincoln Avenue, thence to the southwest corner of Lot One in Block Seven of Calistoga Springs property; thence easterly along the line of said Wapoo Avenue to a point opposite the east line of Lot Five in Block Seven, Morgan's survey aforesaid; thence southerly along said east line of Lot Five to the north line of Washington Avenue; thence easterly along the north line of Washington Avenue to the southeast corner of Lot No. Nineteen, in Block No. Seven, Morgan's survey; thence in a direct line in a northeasterly direction to the southeast corner of the Swimming Bath Building, and

thence in a direct line southeasterly as the fence now runs to the place of beginning, containing forty-five acres, more or less.

9. Also Lots Numbers Seventeen and Eighteen, in Block "A" in Morgan's survey of the middle addition to the town of Calistoga.

10. Also all that part of Lot Number Fourteen south of the County Road leading to the town of St. Helena, lying west of the west line of Pine Street, if said line continued through said lot, and all of the east part of lot number fifteen lying east of the east line of Spring Street if continued through said lot; being of Morgan's survey, and containing twenty acres, more or less. Also all the water rights and water privileges, reservoirs, water tanks, and water pipes, etc., on lots last above mentioned.

(Real Estate in the County of Contra Costa.)

Also all those certain lots, pieces or parcels of land situate, lying and being in the County of Contra Costa, State of California, bounded and described as follows:

1. The easterly one-half of that portion of the Rancho Monte del Diablo that is known and designated as the Government Ranch, which easterly one-half contains thirteen hundred acres of land, more or less, and is particularly bounded and described as follows: Commencing at a point forming the southerly end of the dividing line between the lands of the Government Ranch and the lands of one Thomas Tormey, which point is distant North 80° East 78 chains from an oak tree or stump on the East Bank of the Nueces Creek, which tree or stump is the initial point in the description of the land conveyed to S. C. Hastings by Salvio Pacheco by deed dated March 10th, 1860, and recorded in the office of the County Recorder of Contra Costa County; running thence along said dividing line North 10° West 122 chains, more or less, to the northerly line of and a point in course No. 93 of said Rancho Monte del Diablo, as described in the patent thereof; thence following said northerly line easterly to station No. 97 of the survey of the said Rancho; thence along the northeast line thereof South 58° East 139 chains 50 links; thence South 80° West to the point of commencement.

2. Also that portion of said Rancho Monte del Diablo that is described as follows: Commencing at a stake and mound, being station No. 90 of the survey of the Government Rancho, and said point being also the beginning of the course marked 91 on the Official Plat of the survey of the Rancho Monte del Diablo on file in the office of the United States Surveyor General for California; running thence South

32° West 13 chains 85 links; thence South 89° 45' East 18 chains 68 links; thence North 15° East 11 chains, and thence North 85° 20' West 14 chains 23 links to the point of commencement, containing 18.68/100 acres of land.

3. Also the Fractional south half of Section Seven, the Fractional North Half and the Fractional Southeast quarter of Section Eighteen, and Lots Numbers One, Two, Five, Seven and Eight of Section Seventeen in Township Two North, Range One West, Mount Diablo Base and Meridian, containing 750.62/100 acres.

4. Also the Fractional Southeast Quarter of Section Twelve and Fractional Section Thirteen in Township Two North, Range Two West, Mount Diablo Base and Meridian, containing 160 acres, more or less.

5. Also the land comprised in Swamp and Overflowed Land Survey Number One Hundred and Fifty-nine, Contra Costa County, containing 324.40/100 acres.

6. Also those portions of the lands comprised in Swamp and Overflowed Land Surveys Numbers eighty-seven, eighty-eight and eighty-nine, in said County of Contra Costa, bounded and described as follows, to wit: Commencing at a stake and mound being station Number Ninety of the survey of the Government Ranch, said point being also the beginning of the course marked Ninety-one on the official plat of the survey of the Rancho Monte del Diablo on file in the office of the United States Surveyor General for California; running thence along the Ranch boundary South 32° West 13 chains 8 links to a station; thence leaving said Ranch line, and running along the line of a fence North 82° West 11 chains 13 links to a station on the bank of a slough; thence South 1° 30' West, crossing a small slough 2 chains to a station; thence North 83° 35' West along the south bank of a slough (at sixteen chains crossing a slough) 17 chains 40 links to a station; thence along the west bank of a slough North 32° 15' West 6 chains 53 links to a station; thence North 69° 30' East (at 70 links past center of slough) 2 chains 17 links to a station on the north bank of a slough; thence North 16° 25' West 30 chains to a station on the south bank of a slough; thence along the south bank of said slough South 73° West 9 chains to a station; thence North 77° 15' West 5 chains to a station; thence South 84° 30' West 6 chains to a station; thence North 5° 30' West 8 chains 38 links, to a station at the west side of the trestle in the center of the main track of the San Pablo and Tulare Railroad Co.; thence along the line of the track of the said Railroad Co. North 70° 30' East 15 chains

74 links to a station; thence North 29° West 60 chains to the southern shore of the Bay of Suisun; thence along said shore following the meanders thereof in a northeasterly direction to the eastern boundary line of Swamp land survey Number Eighty-nine, Contra Costa County; thence South 124 chains 8 links to the northern boundary line of said Rancho Monte del Diablo, and thence along said Rancho boundary North $85^{\circ} 20'$ West 12 chains 95 links to the point of commencement, containing 957 acres of land, more or less. SAVING AND EXCEPTING, however, the following described lands:

Lot Number Two, containing 23.61 acres of land; Lot Number Four, containing 23.61 acres of land; Lot Number Five, containing 23.61 acres of land; Lot Number Six, containing 26.60 acres of land; Lot Number Seven, containing 26.60 acres of land; Lot Number Nine containing 26.60 acres of land; Lot Number Forty-five, containing about 16.15 acres of land; Lot Number Forty-six, containing about 38.82 acres of land; Lot Number Forty-seven, containing about 26.86 acres of land; Lot Number Forty-eight, containing about 17.72 acres of land; Lot Number Forty-nine, containing 41.81 acres of land; Lot Number Fifty, containing 46.29 acres of land; Lot Number Fifty-one, containing 44.88 acres of land, and Lot Number Fifty-two, containing 71.83 acres of land, as the same are laid down and shown and numbered on a certain map entitled "Map of the Government or Gwin Ranch", filed in the office of the County Recorder of said County of Contra Costa on November 8th, 1884; AND ALSO SAVING AND EXCEPTING a strip of land One Hundred feet wide, lying equally on each side of the located line of the San Francisco and San Joaquin Valley Railway Company's railroad in Township Two North, Range Two West, Mount Diablo Base and Meridian, said located line of said railroad being more particularly described as follows, to wit: Commencing at a point where the center line of said railroad intersects the boundary line between the lands of the said party of the first part and one D. Cunningham at or near Engineer's Station 451 04.0 of said railroad from which said point of intersection the southwest corner of said Cunningham's land bears N. $89^{\circ} 49\frac{1}{2}'$ W. 893.8/10 feet distant; thence running South $48^{\circ} 57\frac{1}{2}'$ West along said center line a distance of 3,472.5/10 feet to where said center line intersects the boundary line between the lands of said party of the first part and one Patrick Tormey, Trustee, at or near Engineer's Station 416 31.5, containing 7.97 acres.

(Real Estate in the County of Siskiyou:)

Also an undivided five twenty-eighths ($5/28$) of those certain parcels or tracts of land, situate, lying and being in the County of Siskiyou, State of California, and particularly described as follows, all being of Mount Diablo Base and Meridian, to wit:

The South Half of Section Twenty-four, Township 47 North, Range 2 West, containing 320 acres;

The Southeast quarter of Section Twenty-three, Township 47 North, Range 2 West, containing 160 acres;

Sections Twenty-five and Twenty-six, Township 47 North, Range 2 West, containing 1,280 acres;

The East half and the Northwest quarter of Section Twenty-seven, Township 47 North, Range 2 West, containing 480 acres;

The Northeast quarter and the southwest quarter of Section Twenty-eight, Township 47 North, Range 2 West, containing 320 acres;

The East Half of the East Half, Northwest Quarter of the Northeast quarter, and Southwest Quarter of Southeast quarter of Section Thirty-four, Township 47 North, Range 2 West, containing 240 acres;

Sections Thirty-five and Thirty-six, Township 47 North, Range 2 West, containing 1,280 acres;

The West Half of the West Half, and Northeast Quarter of the Northwest quarter, of Section Thirty-three, Township 47 North, Range 2 West, containing 200 acres;

Fractional Sections Three, Four, Five, Six, Seven and Eighteen, Township 47 North, Range 1 West, containing 3,754 acres, more or less;

Fractional Sections Nineteen and Thirty, Township 47 North, Range 1 West, containing 1,252 acres, more or less;

Sections Eight, Nine, Ten, Fifteen, Sixteen, Seventeen, Twenty, Twenty-one, Twenty-eight and Twenty-nine, Township 47 North, Range 1 West, containing 6,400 acres;

Sections Thirty-one, Thirty-two and Thirty-three, Township 47 North, Range 1 West, containing 1,920 acres;

Section One, Township 46 North, Range 2 West, containing 640 acres;

Fractional Section Two, Township 46 North, Range 2 West, containing 639 acres, more or less;

The East Half of the East Half, the Northwest Quarter of the Northeast quarter, and Southwest quarter of the Southeast quarter of Section Three, Township 46 North, Range 2 West, containing 240 acres;

The North Half of the Southeast quarter, Northeast quarter of the Southwest quarter, the Southeast quarter of the Northwest quarter and the Northwest quarter of the Northwest Quarter, of Section Nine, Township 46 North, Range 2 West, containing 200 acres;

The West Half of the West Half of Section Four, Township 46 North, Range Two West, containing 160 acres;

The North Half of the South Half and the Northeast quarter of Section Ten, Township 46 North, Range 2 West, containing 320 acres;

Sections Eleven, Twelve and Thirteen, Township 46 North, Range 2 West, containing 1,920 acres;

The East Half of Section Fourteen, Township 46 North, Range 2 West, containing 320 acres;

The East Half and Southwest Quarter of Section Twenty-three, Township 46 North, Range 2 West, containing 480 acres;

Sections Twenty-four, Twenty-five, Twenty-six and Thirty-six, Township 46 North, Range 2 West, containing 2,560 acres;

The East Half of the Northwest quarter and the East Half of the Southwest Quarter of Section Thirty-five, Township 46 North, Range 2 West, containing 560 acres;

Sections Three, Four, Five, Six, Seven, Eight, Seventeen, Eighteen, Nineteen, Twenty and Twenty-nine, Township 46 North, Range 1 West, containing 7,040 acres, more or less;

The South Half of Section Sixteen, Township 46 North, Range 1 West, containing 320 acres, more or less;

Section Thirty, Township 46 North, Range 1 West, containing 640, acres, more or less.

(Real Estate in the County of Colusa:)

Also an undivided five twenty-eighths (5/28) of those certain parcels or tracts of land situate, lying and being in the County of Colusa, State of California, and particularly described as follows, that is to say:

The Southeast quarter and Lots Five, Six, Seven and Eight of the North Half of Section Fifteen, Township 17 North, Range 2 West, Mount Diablo Base and Meridian, containing 208 acres, more or less.

(Real Estate in the County of Glenn:)

Also an undivided five twenty-eighths (5/28) of those certain parcels or tracts of land situate, lying and being in the County of Glenn, State of California, and particularly described as follows, that is to say: The Northeast Quarter, the Southwest Quarter and the North Half of

the Southeast Quarter of Section Eight, Township 21 North, Range 5 West, Mount Diablo Base and Meridian, containing 400 acres. Also the South Half, the North Half of the North Half, and the Southwest quarter of the Northeast Quarter of Section Ten, Township 21 North, Range 5 West, Mount Diablo Base and Meridian, containing 520 acres.

(Real Estate in the County of Madera:)

Also an undivided five twenty-eighths (5/28) of those certain parcels or tracts of land situate, lying and being in the County of Madera, State of California, and particularly described as follows, that is to say: All of Section Sixteen, Township 12 South, Range 15 East, Mount Diablo Base and Meridian, containing 640 acres. Also the East Half of Section Sixteen, Township 12 South, Range 16 East, Mount Diablo Base and Meridian, containing 320 acres.

(Real Estate in the County of San Luis Obispo:)

Also all those certain lots pieces or parcels of land situate, lying and being in the County of San Luis Obispo, State of California, and bounded and particularly described as follows, to wit: Lots Nineteen, Twenty-two, Twenty-eight, Twenty-nine, and South Halves of Lots Eighteen, Twenty-three, Twenty-seven and Thirty, according to a map of Hartford and Chapman's subdivision of Lands in Township 31 South, Range 12 East, Mount Diablo Base and Meridian, in San Luis Obispo County, surveyed July 26th, 1876, S. W. Foreman, surveyor, which said map is on file in the County Recorder's office, County aforesaid.

(Real Estate in the County of San Bernardino:)

Also all those certain tracts or parcels of land situate, lying and being in the County of San Bernardino, State of California, bounded and particularly described as follows, to wit: The Southeast Quarter and the Northeast Quarter of the Southwest Quarter and the South Half of the Southwest Quarter of Section Twenty-three, all in Township One South, Range Three West, San Bernardino Base and Meridian, containing 280 acres of land. Also beginning at the northwest corner of a lot sold by W. F. Somers to J. D. B. Stillman, and described in a deed bearing date the 28th day of April, A. D. 1880, and recorded in Book 22 of Deeds, page 203, from said Northwest corner running thence due west 166 feet; thence South 508 feet; thence East 166 feet to western boundary of the land just mentioned as deeded

by the said Somers to the said Stillman in April, 1880; thence north along said western boundary line to the place of beginning, containing 2.1 acres, more or less, and being the same parcel of land conveyed to said Stillman by W. F. Somers by deed dated on the 26th day of January, 1885, and recorded on the 10th day of February, 1885, in Book 40 of Deeds, in the office of the Recorder of Deeds in and for said County of San Bernardino.

(Real Estate in the County of Alameda:)

Also all those certain lots, pieces and parcels of land situate, lying and being in the City of Alameda, County of Alameda, State of California, and being a portion of the land described in the complaint of the Pacific Improvement Co. vs. Jas. A. Waymire, et al., Number 8923, Department 1, in the Superior Court of the State of California, in and for the County of Alameda, and bounded by a line described as follows, to wit :

1. Commencing at a point on the southerly line of the land described in said complaint, distant thereon 424.8 feet measured in a true course, south $70^{\circ}19'$ East from station and post marked " 27 ", as described in said complaint ; thence following said true course South $70^{\circ}19'$ East 103.67/100 feet to station and post marked " 28 ", and so designated in said complaint ; thence South $86^{\circ}34'$ East 231.21/100 feet to post marked " 29 " ; thence South $65^{\circ}4'$ East 112.50/100 feet to a post marked " 30 " ; thence South $1^{\circ}4'$ East 105.69/100 feet to a post marked " 31 " ; thence South $44^{\circ}56'$ West 217.99/100 feet to a post marked " 32 " ; thence South $0^{\circ}4'$ East 198.18/100 feet to a post marked " 33 " ; thence South $72^{\circ}4'$ East 224.60/100 feet to a post marked " 34 " ; thence North $50^{\circ}56'$ East 158.54/100 feet to a post marked " 35 " ; thence North $85^{\circ}56'$ East 190.03/100 feet ; thence leaving the Southern line of the lands described in said complaint, and running northerly North $28^{\circ}29'$ East along the center line of Willow Street, produced northerly to the northern line of the lands described in said complaint, and a point thereon distant 105.83/100 feet on a course South $56^{\circ}10'$ East from post and station marked " 121 ", and so designated in said complaint ; thence North $56^{\circ}10'$ West 105.83/100 feet to said post and station marked " 121 " ; thence South $80^{\circ}35'$ West 458.29/100 feet to a post and station marked " 122 " and so designated in said complaint ; thence North $83^{\circ}40'$ West 523.81/100 feet to the center of Chestnut Street produced northerly ; thence leaving the northern line of the

property described in said complaint South $28^{\circ}39'$ West 54.61/100 feet to the point of beginning, containing 8.443/1000 acres.

2. Also Lots One to Twelve, both inclusive in Block "A";
- Lots One to Eighteen, both inclusive, in Block "B";
- Lots One to Fourteen, both inclusive, in Block "C";
- Lots One to Fourteen, both inclusive, in Block "D";
- Lots One to Eighteen, both inclusive, in Block "E";
- Lots One to Sixteen, both inclusive, in Block "F";
- Lots One to Fourteen, both inclusive, in Block "G";
- Lots Two to Eight, both inclusive, in Block "J";

All of the above-numbered Lots are in the Lewelling Division Tract as per map filed October 18, 1887, in said County of Alameda.

3. Also a tract of marsh land commencing on the south line of Bay Island Avenue 140.2/12 feet East from the East line of Broadway, running thence easterly along the south line of Bay Island Avenue 773 feet more or less to the westerly line of the Bishop and Hart Tract; thence southerly along the last-named line to the Bay of San Francisco; thence westerly along the Bay of San Francisco to a point 140.2/12 feet easterly from the easterly line of Broadway extended southerly, thence northerly to the South line of Bay Island Avenue and the place of beginning, containing 8.75/100 acres, more or less. Also all that portion of Lot Thirty-two in Section Thirteen, Township 2 South, Range 4 West of Tide Lands lying East of a line drawn parallel with the East line of Broadway if said line was extended southerly to low water mark and distant therefrom 140.2/12 feet, containing three acres, more or less.

4. Also all that portion of Lot Twenty-five in Section Eighteen, Township Two South, Range Four West of Tide Lands lying West of the Bishop and Hart Tract, containing 3.90/100 acres, as per map on file.

5. Also a piece of land commencing at the intersection of the West line of Stanford Street with the north line of Clement Avenue, running thence westerly 52.6/12 feet; thence at right angles northerly 127.6/12 feet; thence at right angles West 40 feet; thence at right angles North 127.6/12 feet; thence at right angles East 92.6/12 feet to the West line of Stanford Street; thence southerly 255 feet to Clement Avenue and place of beginning. Being Lots Nine, Ten, Eleven and East six feet of Lot Eight in Block Number One of land adjacent to the Town of Encinal.

6. Also Lots Thirteen, Fourteen, Fifteen and Sixteen in Block "13", and Lots One to Sixteen, both inclusive, in Block "14", all in land adjacent to the Town of Encinal as per sub-survey of Blocks One, Two, Three, Twelve, Thirteen and Fourteen, recorded in the Recorder's office in Alameda County, Cal., July 20, 1889.

(Real Estate in the County of Marin:)

Also the undivided one-third ($1/3$) of that certain tract of land situated in Marin County, State of California, and known as the "Rancho Tamales y Baulinas", and sometimes known as the "Berry Rancho", and being the tract of land described in the patent from the United States of America to Bethuel Phelps, dated February 26th, 1866, and recorded in the County Recorder's office of Marin County, State of California, in book "A" of Patents, at page 134, EXCEPTING THEREFROM the tract of land conveyed to David McMullen and Samuel McCurdy, by deed dated February 28th, 1867, and recorded in said Recorder's office in Book "F" of Deeds, at page 436; and the tract conveyed to Henry Strain, by deed dated April 18th, 1870, and recorded in said Recorder's office on the 10th day of May, 1870, in book "I" of Deeds, at page 115, and the land and rights conveyed by deed to the Marin County Water Company, dated September 15, 1871, and recorded in said Recorder's office in Book "L" of Deeds, at page 84, containing 11,597 acres, more or less, after deducting said excepted portions.

(Additional real estate in San Francisco).

Also that certain lot, piece or parcel of land situate in the City and County of San Francisco, State of California, and described as follows: Beginning at the Northeast corner of California and Powell Streets; thence running northerly along the easterly side of Powell Street one hundred and fifteen feet and six inches; thence at right angles easterly and parallel with California Street fifty-seven feet to the westerly side of Miles Street; thence at right angles southerly and along the westerly line of Miles Street one hundred and fifteen feet and six inches to the northwest corner of California and Miles Streets; and thence at right angles westerly fifty-seven feet along the north line of California Street to the place of commencement.

D

All those certain tracts and parcels of land situate, lying and being in the County of Tehama, State of California, bounded and described as follows, to-wit:

The South half of the Northwest quarter (S. 1/2 of N. W. 1/4) and the North half of the Southwest quarter (N. 1/2 of S. W. 1/4) of Section Number Eight (8) in Township Number Twenty-four (24) North, of Range Number One (1) East Mount Diablo Base and Meridian, containing One hundred and sixty (160) acres, more or less.

Together with all the tenements, hereditaments and appurtenances to the same belonging or appertaining.

E

All those certain tracts and parcels of land situate, lying and being in the County of Lassen, State of California, bounded and described as follows:

West half of Southeast quarter of Section Four (4), Township Thirty-three (33) North, Range Nine (9) East, Mt. Diablo Base and Meridian, containing eighty acres;

Northwest quarter of Northwest quarter of Section Twenty (20) and Southwest quarter of Southwest quarter of Section Seventeen (17), Township Thirty-three (33) North, Range Nine (9) East, Mt. Diablo Base and Meridian, containing eighty acres;

Southwest quarter of Northwest quarter of Section Six (6), Township Thirty-four (34) North, Range Eleven (11) East, and South half of Northeast quarter and Northwest quarter of Southeast quarter of Section One (1), Township Thirty-four (34) North, Range Ten (10) East, containing one hundred and fifty-nine and seven tenths acres;

East half of Northwest quarter and South half of Northeast quarter of Section Fifteen (15), Township Thirty-three (33) North, Range Ten (10) East, Mt. Diablo Base and Meridian, containing one hundred and sixty acres;

Northwest quarter of Northeast quarter of Section Fourteen (14) and West half of Southeast quarter and Southwest quarter of Northeast Quarter of Section Eleven (11), Township Thirty-four (34) North, Range Ten (10) East, Mt. Diablo Base and Meridian, containing one hundred and sixty acres;

East half of Southeast Quarter of Section Seventeen (17) and Northeast quarter of Northeast quarter of Section Twenty (20), Township Thirty-four (34) North, Range Ten (10) East, Mt. Diablo Base and Meridian, containing one hundred and twenty acres;

Northeast Quarter of Southwest Quarter, Northwest Quarter of Southeast quarter of Section Nineteen (19), Township Thirty-four (34) North, Range Ten (10) East, Mt. Diablo Base and Meridian, containing eighty acres ;

West half of Northeast Quarter, Southeast quarter of Northeast Quarter, Northeast quarter of Southeast quarter of Section Twenty-nine (29), Township Thirty-five (35) North, Range Ten (10) East, Mt. Diablo Base and Meridian, containing one hundred and sixty acres ;

West half of Northwest Quarter of Section Thirty-five (35), Township Thirty-five (35) North, Range Ten (10) East, Mt. Diablo Base and Meridian, containing eighty acres ;

East Half of Northwest Quarter, South Half of Southeast Quarter, Northeast Quarter of Southeast Quarter of Section Twenty-seven (27), and Northeast Quarter of Southwest Quarter of Section Twenty-five (25), Township Thirty-three (33) North, Range Nine (9) East, Mt. Diablo Base and Meridian, and containing two hundred and forty acres ;

Lots Two (2) and Three (3), Southeast Quarter of Northwest Quarter, Northeast Quarter of Southwest Quarter of Section Thirty (30), Township Thirty-three (33) North, Range Ten (10) East, Mt. Diablo Base and Meridian, containing one hundred and fifty-eight and nine-tenths acres ;

Southwest Quarter of Southeast quarter of Section Twenty-four (24), Northwest Quarter of Northeast Quarter of Section Twenty-five (25), Township Thirty-four (34) North, Range Ten (10) East, Mt. Diablo Base and Meridian, containing eighty acres ;

West half of Southeast Quarter, Northeast quarter of Southwest Quarter of Section Thirty-five (35), Township Thirty-five (35) North, Range Ten (10) East, Mt. Diablo Base and Meridian, containing one hundred and twenty acres.

Together with all the tenements, hereditaments and appurtenances to the same belonging or appertaining.

F

Those certain lots, pieces or parcels of land situate, lying and being in the City of Alameda, County of Alameda, State of California, known and designated as follows :

All of Block 37, and Lots 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13 and 14 in Block 45 as said lots and blocks are delineated and designated upon a certain map entitled "map of Alameda, surveyed and drawn by J. T. Stratton, 1853" on file in the office of the Recorder of the County of Alameda.

All those certain lots, pieces or parcels of land situate, lying and being in the County of Alameda, State of California and particularly bounded and described as follows, to-wit:

The East half ($1/2$) of Section Twenty-seven (27) in Township Two (2) South, of Range One (1) East, Mount Diablo Base and Meridian, containing three hundred and twenty acres.

Also the Northeast quarter ($1/4$), the East half ($1/2$) of the Southeast quarter ($1/4$), the Northwest quarter ($1/4$), of the Southeast quarter ($1/4$), and Lot Seven (7) of the Southeast quarter ($1/4$) of Section Thirty-one (31), in Township Two (2) South of Range Three (3) East, Mount Diablo Base and Meridian, containing Three hundred and nineteen and $98/100$ acres.

Also the East half of the Northwest quarter ($1/4$) and Lots One (1) and Twelve (12) of the Northwest quarter ($1/4$), of Section Thirty-one (31), in Township Two (2) South, of Range Three (3) East, Mount Diablo Base and Meridian, containing One hundred and sixty and $22/100$ acres.

Also Lots Eight ((8), Ten (10) and Eleven (11) of the Southwest quarter ($1/4$) of Section Thirty-one (31), in Township Two (2) South, of Range Three (3) East, Mount Diablo Base and Meridian, containing Fifty-seven and $83/100$ acres.

Also the North half ($1/2$) of Section Nine (9), in Township Three (3) South, of Range Three (3) East, Mount Diablo Base and Meridian, containing three hundred and twenty acres.

Also the Southeast quarter ($1/4$), the East half ($1/2$) of the Southwest quarter ($1/4$), the Northwest quarter ($1/4$) of the Southwest quarter ($1/4$), and Lot One (1) of the Southwest quarter ($1/4$), of Section Nine (9), in Township Three (3) South, of Range Three (3) East, Mount Diablo Base and Meridian, containing three hundred and sixteen and $41/100$ acres.

Also the Southeast quarter ($1/4$) of Section Twenty-one (21), in Township Three (3) South, of Range Three (3) East, Mount Diablo Base and Meridian, containing one hundred and sixty acres.

Also all those certain lots, pieces or parcels of land situate, lying and being in the County of Yolo, State of California, and particularly bounded and described as follows: to-wit:

The Northeast quarter ($1/4$), the East half ($1/2$) of the West half ($1/2$), of Section Seven (7), in Township Seven (7), North of Range Three (3) East, Mount Diablo Base and Meridian, containing three hundred and twenty acres.

Also the North half ($\frac{1}{2}$), the Southwest quarter ($\frac{1}{4}$), the West half ($\frac{1}{2}$) of the Southeast quarter ($\frac{1}{4}$), and the Northeast quarter ($\frac{1}{4}$) of the Southeast quarter ($\frac{1}{4}$), of Section Twenty-one (21), in Township Seven (7) North, of Range Three (3) East, Mount Diablo Base and Meridian, containing six hundred acres.

Also all of that certain lot, piece or parcel of land situate, lying and being in the County of Contra Costa, State of California, and particularly bounded and described as follows, to-wit:

The East half of Section Thirty-one (31), in Township One (1) South, of Range Two (2) East, Mount Diablo Base and Meridian, containing three hundred and twenty acres.

All that certain lot, piece or parcel of land situate, lying and being in the County of Santa Clara, State of California, and bounded and particularly described as follows, to-wit:

Beginning at the intersection of the Southerly line of the Mayfield and Searsville Road with the westerly line of the San Jose and San Francisco road; running thence south $70^{\circ} 20'$ West 12.65 chains; thence South $82^{\circ} 20'$ West 56.38 chains; thence North $11^{\circ} 16'$ East 0.48 chains; thence North $82^{\circ} 20'$ East along center of the Mayfield and Searsville road 56.17 $\frac{1}{2}$ chains; thence North $70^{\circ} 20'$ East along center of said road 12.40 $\frac{1}{2}$ chains; thence South $42^{\circ} 52'$ East along westerly line of the San Jose and San Francisco Road 0.49 chains to place of beginning. The above description covers a strip of land 30 feet wide, being the south half of a portion of the Mayfield and Searsville road.

All those certain lots, pieces or parcels of land situate in the County of Lassen, State of California, and bounded and particularly described as follows, to-wit:

Southeast quarter of northwest quarter and the east half of the southwest quarter of section eleven, and the northeast quarter of the northwest quarter of Section fourteen in Township thirty-four north of Range ten east of Mount Diablo Meridian, containing one hundred and sixty acres.

All those certain lots, pieces or parcels of land situate, lying and being in the County of Lassen, State of California, and particularly described as follows, to-wit:

Northeast quarter of southeast quarter of Section four (4), Northwest quarter of Northeast quarter of Section Fifteen (15), Township Thirty-three (33) North, Range Nine (9) East; Southeast quarter of Southeast quarter of Section Seven (7); Northwest quarter of Northeast quarter of Section Eight (8); Lot Four (4) of Section Thirty (30); Southwest quarter of northeast quarter, Northwest quarter of Southeast quarter and Lot One (1) of Section Thirty-one (31); Northwest quarter of Southwest quarter of Section Thirty-two (32), Township Thirty-four (34) North, Range Ten (10) East; North half of Northwest quarter of Section Twenty-one (21), Lot Two (2) of Section Thirty-one (31), Township Thirty-five (35) North, Range Ten (10) East; Southeast quarter of Southeast quarter of Section Twenty-five (25), Township Thirty-four (34) North, Range Nine (9) East, Mount Diablo Meridian, containing Five hundred and sixteen and 64/100 (516.64) acres.

That certain strip of land lying and being in the County of Santa Clara, State of California, and bounded and particularly described as follows, to-wit:

Beginning at the eastermost corner of that certain 55.51 acre tract of land as conveyed by Henry W. Seale to Leland Stanford, by deed dated August 3rd 1887, and recorded in Liber 94 of Deeds page 327, in the office of the County Recorder of Santa Clara Co. State of California; said point of beginning being the point of intersection of the southwesterly line of the right-of-way of the Southern Pacific Company's land (Northern Division), with the Northwesterly line of the Seale Road, said point is more particularly located S. 51° 39' E. distant 4844.95 feet from the intersection of the prolongation of the center line of University Avenue in the Town of Palo Alto with the Southwesterly line of Southern Pacific Company's right-of-way; thence along the northwesterly line of the said Seale road S. 53° 51' W. 1322 feet to the northeasterly line of the San Francisco and San Jose road; thence South 42° 16' E. 50.68 feet to the most westerly corner of that certain 40.26 acre tract conveyed by Henry W. Seale to Leland Stanford and incorporated in the same deed conveying the 55.51 acre tract; thence running along the southeasterly line of the Seale road N. 53° 51' E. 1331 feet to the Southwesterly line of the Southern Pacific Company's right-of-way; thence along said right-of-way N. 51° 39' W. 51.89 feet to the place of beginning, and being the same strip of land reserved for the use of both parties in the aforesaid deed of Henry Seale to Leland Stanford; being a part of the Rancho del Arroyo de San Francisquito.

G

Excepting from the real property hereinbefore described the following lots, pieces or parcels of land:

All that certain lot, piece or parcel of land situate, lying and being in the County of Santa Clara, State of California, and bounded and described as follows, to-wit:

Beginning at a point in the Southwesterly line of the right of way of the Southern Pacific R. R. Company's track, as now operated, and from which point of beginning the easternmost corner of that certain 55.51 acre tract of land as conveyed by Henry W. Seale to Leland Stanford by Deed of August 3rd 1887, and recorded in Liber 94 of Deeds, page 327 et seq., in the office of the County Recorder of Santa Clara County, Cal. bears S. $51^{\circ} 39'$ E. 267.45 feet, and the point of intersection of the southwesterly line of the said Southern Pacific R. R. Company's right of way with the center line of the true prolongation of University Avenue, in the Town of Palo Alto bears N. $51^{\circ} 39'$ W. distant 4577.50 feet; thence running at right angles to the said right of way of the Southern Pacific R. R. Company's S. $38^{\circ} 21'$ W. 1287.80 feet to the northeasterly line of the San Jose and San Francisco road; thence along said road line S. $42^{\circ} 16'$ E. 60.81 feet; thence N. $38^{\circ} 21'$ E. 1297.71 feet to the southwesterly line of the Southern Pacific R. R. Co's. right of way; thence along said right of way N. $51^{\circ} 39'$ W. 60.00 feet to the place of beginning, containing 1.78 acres, and being a part of the Rancho del Arroyo de San Francisquito.

And being a strip of land of the uniform width of 60 feet, extending from the San Jose and San Francisco road to the Southern Pacific Company's right of way.

The aforesaid strip of land was conveyed subject to reservation to the University of the free and undisturbed use of the same forever for road purposes.

Beginning at a 6" by 6" post marked "L. S. 25" standing at the common corner, on the northeast, of the "Palo Alto" lands and the Homestead Tract of 32.50 acres of the late Maria Louisa Soto de Greer, said post being in the southerly line of the right of way of the Southern Pacific Railroad and situate 30 feet southwesterly at right angles from the located center line of said railroad at or near engineer's station 262-90.3; thence northwesterly along said southerly line of right of way to a point that is opposite engineer's station 242-47.6 and

distant 50 feet southwesterly at right angles from said located center line of railroad; thence southwesterly at right angles 150 feet; thence southeasterly parallel with said located center line and distant 200 feet southwesterly at right angles therefrom, to an intersection with the dividing line between said "Palo Alto" lands and said Homestead Tract; and thence easterly along said dividing line to the point of beginning; being a tract of land 150 feet and 170 feet in width extending along the southwesterly side of the right of way of said railroad from said dividing line to opposite engineer's station 242-47.6 aforesaid. Lying in the County of Santa Clara, State of California.

All that certain lot, piece or parcel of land situate, lying and being in the Ranchos Rinconada del Arroyo de San Francisquito and San Francisquito, County of Santa Clara, State of California, bounded and particularly described as follows, to-wit:

Commencing at a point where the southwest line of the right of way of the Southern Pacific Railroad intersects the center line of San Francisquito Creek, said point being situate 50 feet southwesterly at right angles from the located center line of said railroad at or near engineer's station 228-49.9 of said center line; thence running southeasterly along said southwest line of right of way, parallel with said center line of railroad, a distance of 1397.7 feet, more or less, to an intersection with the northwesterly line of the Station Reservation of said Railroad at Palo Alto, at a point situate 50 feet southwesterly at right angles from said center line of railroad at or near engineer's station 242-47.6 of said center line of railroad, thence running southwesterly along said northwesterly line of Station Reservation to a point situate 90 feet southwesterly at right angles from said center line of said railroad; thence northwesterly, parallel with said center line of railroad, to an intersection with the center line of said San Francisquito Creek, to a point situate 90 feet southwesterly at right angles from said center line of railroad; and thence running northeasterly along said center line of creek to the place of commencement; being a strip of land 40 feet wide lying immediately adjacent on the southwest to the right of way of said railroad, and extending from the center line of said creek to said northwesterly line of Station Reservation at Palo Alto, and containing an area of 1.28 acres, more or less.

All that certain lot, piece or parcel of land, situate, lying and being in the Rancho de las Pulgas, County of San Mateo, State of California, and bounded and particularly described as follows, to-wit:

Beginning at a point where the southwest line of the lands of the Southern Pacific Railroad Company intersects the center line of San Francisquito Creek, said point being situate 50 feet southwesterly at right angles from the located center line of said railroad at or near engineer's station 228-49.9 of said center line; thence running northwesterly along said southwest line of the lands of said Railroad Company, parallel with said center line of railroad, a distance of 2543 feet, more or less, to an intersection with the southeasterly line of the lands of said Railroad Company, at a point situate 50 feet southwesterly at right angles from said center line of railroad at or near engineer's station 203-06.9 of said center line of railroad; thence running southwesterly along said southeasterly line of the lands of said railroad company to a point situate 90 feet southwesterly at right angles from said center line of railroad; thence running southeasterly, parallel with said center line of railroad, to an intersection with the center line of said San Francisquito Creek, at a point situate 90 feet southwesterly at right angles from said center line of said railroad; and thence running northeasterly along the center line of said creek to the point of beginning; being a strip of land 40 feet wide, lying immediately adjacent on the southwest to the lands of said Railroad Company, and extending from the center line of said Creek to said Southeasterly line of the lands of said Railroad Company, and containing an area of 2.33 acres, more or less.

H

CAPITAL STOCK OF CORPORATIONS.

<u>Number of Shares</u>	<u>Name of Corporation and Stock Certificate Numbers.</u>
5	American Trotting Register Association. Certificate No. 636.
12500	Contract and Finance Company. Certificate Nos. 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 59.
103½	Coal Road Construction Company. Certificate No. 17.
1111	Colorado Steam Navigation Company. Certificate No. 17.
100	Cornell Watch Company. Certificate No. 55.

<u>Number of Shares</u>	<u>Name of Corporation and Stock Certificate Numbers.</u>
5	California Bathing Association of Sacramento. Certificate Nos. 102, 103, 104. 105 and 106.
100	Capital Woolen Mills. Certificates Nos. 40 and 119.
150	Central Land, Co. West Virginia.
93	Capital Traction Company. Certificate No. 7585.
60	Capital Savings Bank. Certificate No. 7.
107	Donner Lumber and Boom Co. Certificate No. 32.
1500	Financial Improvement Company. Certificate No. 8.
500	Farmers and Mechanics Savings Bank. Certificate No. 88.
40	Gilmore Angora Goat Breeding Association. Certificate No. 89.
8000	Ione Coal and Iron Company. Certificate Nos. 43 and 47.
463	International Construction Company. Certificate No. 12.
10000	Manzanita Water Company. Certificate Nos. 8, 9, 10, 11, 12 and 13.
599	Mission Bay Bridge Company. Certificate Nos. 153, 157, 166 and 172.
16506 20/100	Newport News and Miss. Valley R. R. Co. Certificate Nos. 302, 1882 and 1151.
12500	Occidental and Oriental Steamship Co. Certificate Nos. A 25 and A 28.
7274	Oakland Water Front Co. Certificate Nos. 121 and 122.
1	Orleans Hills Vinicultural Association. Certificate No. 63.
200	Pacific Steam Agricultural Mfg. Co. Certificate No. 24.
20	Riverside Hotel Turnpike Co. Certificate No. 68.

<u>Number of Shares</u>	<u>Name of Corporation and Stock Certificate Numbers.</u>
1842	Rocky Mountain Coal & Iron Co. Certificate Nos. 226, and 235.
10000	Southern Development Co. Certificate Nos. 7, 9, 25 and 27.
50	San Francisco Transfer Co. Certificate Nos. 27 and 37.
12	Standard Coupler Co. Preferred. Certificate No. 404.
32	Standard Coupler Co. Common. Certificate No. 797.
250	American Cotton Co. Preferred. Certificate No. B 1193.
125	American Cotton Co. Common. Certificate No. D 1168.
187	Chevy Chase Land Co. Certificate No. 46.
12500	Western Development Co. Certificates Nos. 15, 23 and 34.
8788/69088ths	Kentucky Central Trust Fund of Dec. 1890. Certificate No. 18.

I

BONDS AND CERTIFICATES.

All numbers of bonds hereinafter given are inclusive.

Fifty (50) first mortgage four per cent Bonds of the par value of \$1000 each of the San Antonio and Aransas Pass Railway Company, numbered 6643 to 6692.

Two hundred (200) first mortgage five per cent Bonds of the par value of \$1000 each of the Austin and Northwestern Rail Road Company, numbered 1001 to 1100, 1301 to 1350 and 1451 to 1500.

Two hundred and thirty-eight (238) first mortgage five per cent Bonds of the par value of \$1000 each of the Northern Railway Company of California, numbered 1021 to 1026, 1139 to 1140, 1266 to 1319, 1383 to 1424, 1481 to 1483, 1532 to 1564, 1601 to 1649, 2438 to 2450, 2843 to 2853 and 2611 to 2635.

Two thousand one hundred and seventy-five (2175) first mortgage five per cent Bonds of the par value of \$1000 each of the Galveston, Harris-

burg and San Antonio Rail Road Company, numbered 1091 to 1140 and 4919 to 7043.

Five hundred (500) first mortgage six per cent Bonds of the par value of \$1000 each of Southern Pacific Rail Road of New Mexico, numbered 3201 to 3700.

Twelve hundred and fifty (1250) first mortgage three and one-half per cent Bonds of the par value of \$1000 each of the New York Central and Hudson River Rail Road Company, numbered 611 to 614, 1983 to 1985, 2324 to 2335, 2347 to 2348, 2558 to 2560, 2669, 2672 to 2680, 5479, 5918 to 5936, 6268 to 6270, 6471, 6503 to 6507, 7799, 7836 to 7840, 8216 to 8218, 8289, 8290, 8324 to 8331, 8883, 9397, 9548, 9625 to 9634, 9765 to 9768, 9796 to 9798, 10585, 11472 to 11494, 11590 to 11592, 12005, 12006, 12120 to 12144, 12163 to 12185, 12401, 12402, 19072 to 19074, 19292, 20462 to 20466, 20468 to 20477, 24872 to 24880, 24893, 24894, 25675, 25676, 25688 to 25734, 26029, 26090 to 26100, 26211 to 26213, 26220 to 26240, 26253 to 26271, 26284, 26344 to 26346, 26297 to 26343, 26353 to 26395, 26406 to 26500, 26503 to 26529, 26534, 26583 to 26587, 26593 to 26617, 26621 to 26633, 26635 to 26637, 26639 to 26654, 26656 to 26660, 26697 to 26728, 26738 to 26743, 26746, 26777 to 26783, 26788 to 26820, 26824, 26873, 26874, 26997 to 27012, 27038 to 27054, 27079 to 27090, 27224, 27225, 27241 to 27248, 27299 to 27324, 27339 to 27401, 27433, 27444 to 27446, 27450 to 27603, 27605 to 27608, 27628 to 27637, 27647 to 27649, 8903 to 8906, 29017, 29018, 29020 to 29023, 29051 and 29152 to 29390.

a. c. r.
One thousand four hundred and ninety-five (1495) General Mortgage four per cent Bonds of the par value of \$1000 each of the Chicago Rock Island and Pacific Railway Company, numbered 558 to 579, 694 to 700, 709 to 729, 1021 to 1024, 1041 to 1050, 1120 to 1125, 1413 to 1428, 1442 to 1447, 1676, 1677, 2107 to 2111, 2300 to 2303, 2328 to 2331, 2662, 2751 to 2850, 3437 to 3439, 3442, 3661, 3943, 4421 to 4427, 4466, 4467, 4855, 5000, 5057, 5058, 5348, 5349, 5354, 5356, 5363 to 5367, 5475, 5842, 5843, 5969 to 5972, 6037, 6356, 6375, 6395 to 6403, 6407 to 6409, 6411 to 6413, 7026, 7071 to 7075, 7138 to 7140, 7266 to 7269, 7859, 8368, 8370, 8391 to 8394, 8402, 8578, 9163 to 9165, 9522 to 9526, 9542, 9543, 9545, 9597 to 9611, 9814, 9815, 9819, 9820, 9826 to 9830, 9831 to 9836, 9965, 10402 to 10404, 10435 to 10445, 10470 to 10474, 10502 to 10506, 10740, 10741, 10833 to 10836, 10847, 10865, 10900 to 10902, 10908 to 10912, 10948 to 10955, 11625 to 11634, 12576, 12577, 12579 to 12584, 12700, 12701, 13251 to 13300, 13325 to 13330, 13339 to 13347, 13351 to 13400, 13446 to 13450, 13454 to 13460, 13656, 13657, 13661 to 13668, 13705 to 13709, 13801, 13911 to 13920, 13944 to 13946, 14071 to 14100, 14104 to 14123, 14126 to 14200, 14301 to 14350, 14421, 14422, 14456 to 14460, 14616 to 14650, 14658 to 14670, 14676 to 14689, 14833, 14836 to 14842, 14893 to 14895, 14964, 14970 to 14984, 15041, 15042, 15045, 15137 to 15143, 16201 to 16205.

16230 to 16237, 16265 to 16279, 16290, 16291, 16320 to 16326, 16334, 17531 to 17536, 17939 to 17946, 17958 to 17965, 18025, 19623 to 19627, 19634 to 19638, 21000, 23183 to 23197, 25111 to 25119, 25210 to 25231, 25750, 25751, 25872 to 25874, 27455 to 27457, 27532 to 27534, 27847, 27848, 27891 to 27893, 28038 to 28043, 28122, 28166, 28306, 28915 to 28921, 29094 to 29096, 29392, 29393, 29421, 30344, 30603 to 30605, 30953 to 30964, 30973, 30978, 30999, 31001, 31134, to 31148, 31478 to 31480, 31634, 31693, 31694, 31756 to 31759, 31766, 31767, 32351, 32352, 32390 to 32393, 32670, 32934 to 33033, 33053 to 33077, 33893 to 33896, 34682 to 34686, 34697, 34698, 35916, 35917, 37574 to 37578, 37909, 37960, 37961, 37972 to 37974, 38428 to 38435, 38439, 38766 to 38770, 38947, 38948, 39206 to 39245, 39335, 41195 to 41201, 41223, 41224, 41226, 41283 to 41292, 42038 to 42047, 42381, 42474, 42475, 42511, 42545 to 42550, 42635 to 42637, 42846 to 42849, 42893 to 42896, 42897, 42899, 42937, 42938, 43234, 43627, 43637, 43801 to 43807, 43811 to 43820, 43823 to 43826, 43833 to 43839, 43850, 44051 to 44057, 44093 to 44096, 44313, 44510 to 44525, 44631, 45171, 46401 to 46450, 48204 to 48228, 48232 to 48246, 51060 to 51100 and 51306.

One (1) Registered Certificate Chicago Rock Island and Pacific Railway Company four per cent General Mortgage Gold Bond covering Five thousand (\$5000) dollars, numbered B 1325.

Four hundred and eighty-four (484) land grant four per cent Bonds of the par value of \$1000 each of the Union Pacific Rail Road Company, numbered M 03778, M 03779, M 04179, M 04512, M 04514, M 04517, M 05235, M 05236, M 06854, M 06855, M 06857 to M 06868, M 07073, M 07306, M 07805 to M 07809, M 08367, M 08368, M 08370, M 10469, M 10470, M 11025 to M 11028, M 11253 to M 11257, M 11897, M 11946, M 11997 to M 12001, M 12290, M 12668, M 12669, M 13676, M 13700 to M 13708, M 13736, M 14212, M 14574, M 16414, M 16415, M 20638 to M 20642, M 20647 to M 20650, M 20823, M 21912, M 21913, M 21915 to M 21917, M 22410, M 22479, M 22480, M 23513 to M 23517, M 23519 to M 23523, M 25596, M 25615 to M 25621, M 25951, M 25955, M 28807 to M 28811, M 29166 to M 29168, M 29494, M 29595, M 29596, M 29848, M 31023, M 31024, M 31067, M 31096, M 32138, M 32529, M 32540 to M 32542, M 33464 to M 33467, M 33671 to M 33674, M 33851, M 33860 to M 33863, M 33934, M 35382, M 35383, M 35449, M 36049, M 36051, M 36619, M 36620, M 37031 to M 37034, M 37040, M 37837, M 38269 to M 38275, M 38912 to M 38920, M 39995 to M 39997, M 40004, M 40005, M 41893, M 41894, M 42678, M 42679, M 42876, M 42877, M 43347, M 43495 to M 43501, M 43972 to M 43990, M 44050 to M 44059, M 45490, M 45688, M 45741, M 46301 to M 46310, M 46327 to M 46329, M 46335, M 46336, M 46463, M 46506, M 46508, M 46570, M 46798, M 49730 to M 49734, M 50173, M 51598 to M 51601, M 51608, M 51620, M 52321 to M 52325, M 52330 to M 52334, M 52561, M 52562, M 52738 to M 52747, M 52846 to M

52-850, M 53079 to M 53081, M 53247 to M 53251, M 54431 to M 54435, M 54694 to M 54698, M 55189 to M 55193, M 55194 to M 55197, M 55375 to M 55380, M 55501, M 55539, M 56116, M 56368 to M 56371, M 56586, M 56587, M 58133, M 58743 to M 58745, M 58985, M 58986, M 59099, M 59203 to M 59207, M 61941 to M 61952, M 63987 to M 63991, M 68701 to M 68706, M 68707 to M 68720, M 69746 to M 69750, M 69821 to M 69850, M 69860 to M 69864, M 69876 to M 69900, M 70821, M 72601, M 72602, M 76551, M 79579 to M 79588, M 83590 to M 83599, M 83893, M 84397, M 84888, M 84889, M 85032 to M 85041, M 85228, M 85229, M 85324, M 85732, M 86035, M 86421, and M 86454 to M 86457.

Thirty-two (32) land grant four per cent Bonds of the par value of \$500 each of the Union Pacific Rail Road Company, numbered D 06306, D 06307, D 08174, D 10793, D 10794, D 12245, D 13905, D 14345, D 15296, D 16892 to D 16911, D 17558, D 17559 and D 19285.

Four hundred and thirty-six (436) General Mortgage Prior Lien and land grant four per cent bonds of the par value of \$1000 each of the Northern Pacific Railway Company, numbered M 47, M 163, M 736, M 1943, M 2151 to M 2154, M 2495, M 2757, M 2759, M 3334, M 3389, M 3601 to M 3605, M 3613, M 3614, M 3693, M 3738, M 3780, M 3781, M 4058, M 4365, M 4416, M 4637, M 4654, M 4845, M 5066, M 5257, M 5258, M 5268, M 5330, M 5351, M 5457, M 5459, M 5460, M 5732, M 5774, M 6210 to M 6213, M 6412, M 6460, M 6461, M 6482, M 6483, M 7846 to M 7850, M 8001, M 8491 to M 8493, M 8576, M 8577, M 8774, M 8867, M 8873, M 8874, M 8894, M 9116, M 9117, M 9186, M 9187, M 9312 to M 9314, M 9398, M 9412, M 9413, M 9549, M 9555, M 9630 to M 9636, M 9659, M 9675 to M 9683, M 9903 to M 9905, M 10655, M 11238, M 11851, M 12332, M 13048, M 13319, M 13563, M 15001, M 15004, M 17317, M 17318, M 17320, M 18533, M 18573, M 18597 to M 18600, M 18698 to M 18700, M 18701, M 19136, M 19137, M 20332, M 20262, M 20264, M 20269, M 20270, M 20297, M 20388, M 20558, M 20701 to M 20703, M 20705, M 20881 to M 20883, M 20994, M 21126, M 21128, M 21145 to M 21146, M 21209 to M 21217, M 21468, M 22052, M 22973, M 23197, M 23271, M 23272, M 23923, M 28798, M 29085, 30061, M 30191, M 30312, M 30341, M 30372, M 30381, M 30389, M 30784, M 30951, M 31227 to M 31233, M 31236, M 31394, M 31395, M 31872, M 32655 to M 32658, M 32681 to M 32683, M 32882, M 34092, M 36542, M 36609, M 36610, M 36726, M 36766, M 36862, M 37065, M 37158, M 37226, M 37244, M 37245, M 37393, M 37394, M 37472, M 37473, M 37533, M 37536, M 37539, M 37756, M 37926, M 37927, M 38080, M 38735, M 38843, M 38844, M 38849, M 38868, M 38870, M 39042, M 39043, M 39116 to M 39119, M 39190, M 39228 to M 39232, M 39236, M 39237, M 39243, M 39481, M 40011, M 40051, M 41567, M 41568, M 41876, M 44805, M 45020, M 45021, M 45081, M 45092, M 45172, M 45228, M 45229, M 45339 to M 45341, M 45371, M 45523 to M 45526, M 45580, M 45735, M 45737, M 45738, M 45828, M

46245, M 46246, M 46292 to M 46294, M 46432, M 46476, M 46595, M 46696, M 46698, M 46789 to M 46793, M 47075, M 47084, M 47314 to M 47316, M 47318, M 47319, M 47322, M 47323, M 47356, M 47448, M 47457, M 47459, M 47460, M 48316, M 48317, M 48324, M 48325, M 51458, M 51459, M 51760 to M 51762, M 51866, M 51867, M 52002, M 52095, M 52332 to M 52335, M 52371, M 52496 to M 52498, M 52589, M 52670, M 52978, M 53077, M 53079 to M 53082, M 53085, M 53382, M 53385, M 53429, M 53448, M 53449, M 53452, M 53453, M 53491; M 53639, M 54100, M 54101, M 55840, M 55898 to M 55900, M 56087, M 56088, M 56169, M 56605, M 57040, M 57049, M 57050, M 57376 to M 57381, M 57423 to M 57427, M 57557, M 58875, M 58876, M 58962, M 59014, M 59099, M 59100, M 59363, M 59419 to M 59422, M 59466, M 60274, M 60554, M 60555, M 60557, M 64031, M 64193, M 64195, M 64390, M 64391, M 64558, M 64601 to M 64605, M 67650, M 68402, M 68436 to M 68441, M 69003, M 70040, M 71900, M 73826, M 74055, M 74917, M 76053 to M 76067, M 76729, M 78475 to M 78487, M 78588, M 78589, M 78651, M 78652, M 78906 to M 78912 and M 79362 to M 79364. *v. c. R.*

One hundred and twenty-eight (128) General Mortgage Prior Lien and land grant four per cent Bonds of the par value of \$500 each of the Northern Pacific Railway Company, numbered D 1251, D 1253, D 1272, D 1276, D 1368, D 2621, D 4001 to D 4004, D 4013, D 4014, D 4137, D 4138, D 4301 to D 4311, D 4654, D 6395, D 7956, D 8695, D 8741, D 8742, D 8762, D 10208 to D 10210, D 10393, D 10396, D 10549, D 10550, D 10552 to D 10556, D 10557, D 10558, D 10633, D 10634, D 10721, D 10905, D 10906, D 10957, D 11006, D 11312, D 11430 to D 11435, D 11556, D 11801 to D 11809, D 12247 to D 12249, D 12256, D 12257, D 12590, D 12591, D 12969, D 13021, D 13093 to D 13097, D 13188, D 13523, D 13524, D 13608, D 13921 to D 13924, D 15204, D 15945 to D 15954, D 15958 to D 15965, D 16164, D 16165, D 16442, D 16449, D 16450, D 16486, D 16487, D 16861, D 17087, D 17187, D 17208, D 17209, D 17229, D 17281, D 17451, D 18776 and D 19093.

One hundred and ninety-one (191) first mortgage four and one-half per cent Bonds of the par value of \$1000 each of the Lehigh Valley Railway Co. of New York, numbered 281 to 283, 291 to 293, 2996 to 3000, 3371, 4554, 5026, 5027, 6061, 6088, 6089, 6116 to 6118, 6866, 7127, 7128, 7841 to 7850, 7871 to 7889, 8088 to 8090, 8111, 8112, 8115 to 8119, 8201 to 8205, 8237, 8238, 8539, 8540, 8573 to 8598, 8660 to 8662, 9398, 10395, 10554, 10894, 10895, 11269, 11347 to 11350, 11585, 11670 to 11674, 11891, 11893, 12120, 12176 to 12180, 12226 to 12230, 12460, 12461, 12493 to 12497, 12565, 12596, 12955, 13033, 13118, 13307, 13308, 13462 to 13465, 13568 to 13571, 13644, 13645, 13661, 13787, 13788, 14002, 14186, 14187, 14306, 14438, 14439, 14458 to 14460, 14473 to 14475, 14751 to 14772.

One hundred and twenty-two (122) Registered Certificates Lehigh Valley Railway Co. of New York four and one-half per cent first mortgage Gold Bonds covering One hundred and twenty-two thousand (\$122,000) dollars, numbered 2459, 2469 to 2492, 2493, 2494, 2501 to 2517, 2526, 2552 to 2581, 5836, 5837, 6848, 7459, 7687 to 7689, 8234 to 9248, 9651 to 9660, 11385, 11386, 11388, 11504, 11510, 12084, 12085, 12089, 12339 to 12343, 12969 and 14554.

a.c.R

Forty-three (43) Registered Certificates Central Rail Road of New Jersey five per cent General Mortgage Bonds covering Three hundred and five thousand (\$305,000) dollars, numbered M 7843, M 7844, M 7883 to M 7886, M 7888, M 7948 to M 7950, V 1940, V 1945, V 1948, V 1951, V 1964, V 1984, V 1954, X 1045 to X 1047, X 1053 to X 1059, X 1061, X 1062, X 1063 to X 1071, X 1084, X 1097 and X 1127 to X 1129.

Forty-six (46) Registered Certificates New York Central and Hudson River Rail Road Co. first mortgage three and one-half per cent Bonds covering Four hundred and forty-two thousand (\$442,000) dollars, (Lake Shore Collateral) numbered X 1441 to X 1484 and M 2599 to M 2600.

Five hundred and fifty-eight (558) first mortgage three and one-half per cent Bonds of the par value of \$1000 each of the New York Central and Hudson River Rail Road Company, (Lake Shore Collateral) numbered 1150 to 1200, 1237 to 1250, 1501 to 1535, 1551 to 1650, 2368 to 2377, 3122, 3123, 4076 to 4080, 5106 to 5110, 8650, 8651, 8779 to 8783, 9644 to 9646, 9650 to 9655, 10798 to 10871, 10886, 13701, 13994, 14155, 14184 to 14190, 14206 to 14230, 14243 to 14245, 14266 to 14270, 15732, 15830, 15832, 16294 to 16297, 16498 to 16500, 16502, 17031, 17627, 17628, 18081, 20549, 20817 to 20820, 21322, 21652 to 21654, 21875, 22323 to 22342, 22348 to 22355, 22744, 22745, 31771 to 31780, 32271 to 32280, 33611, 33612, 37088 to 37099, 37912, 40117, 40146 to 40148, 44363, 44364, 50383, 54121 to 54150, 54264 to 54268, 56151 to 56154, 56166 to 56200, 59169, 59170, 59477 to 59485 and 61551 to 61570.

a.c.R

Four hundred and twenty-eight (428) General Mortgage four per cent Bonds of the par value of \$1000 each of Atchison Topeka and Santa Fe Railway Co., numbered M 02324, M 02887, M 03040, M 03041, M 03059, M 04112, 04113, M 04445, M 04641, M 05175, M 06137, M 06138, M 06167, M 07127 to M 07130, M 08114 to M 08118, M 08468, M 08983, M 09310, M 09824, M 09831, M 10168, M 10169, M 10659, M 11436, M 11818, M 11870, M 13193, M 14910, M 15404, M 15722, M 16374, M 16389, M 17739 to M 17744, M 17763 to M 17767, M 20328, M 28087 to M 28089, M 28092 to M 28101, M 28481 to M 28484, M 28709, M 33795, M 33796, M 34087, M 34227, M 35761 to M 35764, M 36504, M 37847, M 38759, M 39389 to M 39398, M 40479, M 40496, M 41513, M 41514, M 41516, M 41517, M 41532 to M 41541, M 43193 to M 43205, M 45289, M 46908, M 46909, M 52274, M 52275, M 56223, M 58151, M 60050 to M 60054, M 60101, M 64393, M 65314, M 67684, M 68963, M 70407 to M 70409, M

72413 to M 72415, M 74569, M 74730 to M 74732, M 74734 to M 74735, M 74790, M 74791, M 76072, M 76206 to M 76209, M 76788 to M 76791, M 77237, M 77238, M 77506, M 77648, M 77649, M 77732, M 79860, M 81177, M 84375, M 84377, M 84389, M 84390, M 84398, M 85342, M 86035 to M 86047, M 87434, M 89717, M 92194 to M 92200, M 92471 to M 92474, M 97741 to M 97743, M 102027, M 102278, M 00140, M 01835, M 02511, M 05328, M 05571, M 05615, M 07327, M 07580, M 07582 to M 07584, M 08536, M 08540, M 08777, M 09071, M 14850, M 17778 to M 17787, M 20663, M 21111 to M 21122, M 22847, M 23476, M 25265, M 25266, M 25454, M 25455, M 26957, M 26958, M 28516, M 29096 to M 29099, M 33485, M 34025, M 34305, M 34306, M 34896, M 35795, M 35796, M 36623, M 36624, M 36626, M 37063, M 38131, M 41511, M 41561, M 41732, M 52531, M 52596, M 53905, M 53988, M 54439, M 54440, M 55898, M 55899, M 56246 to M 56248, M 59842 to M 59844, M 60008 to M 60013, M 60064, M 60504, M 60578, M 60723, M 60888, M 60912, M 60983, M 61147, M 62246, M 63215, M 63216, M 64031, M 64534, M 64535, M 67933, M 67934, M 67936, M 68501 to M 68503, M 69907, M 70615, M 75528 to M 75531, M 76567, M 76568, M 77124 to M 77126, M 77217, M 77301, M 78250, M 78387, M 78994, M 79300, M 80160, M 80953, M 82908, M 83421 to M 83423, M 84075, M 85490 to M 85493, M 85651, M 86168, M 86169, M 86171, M 87384 to M 87386, M 87830, M 91012 to M 91015, M 93071, M 94277 to M 94280, M 94601, M 94604 to M 94610, M 94688 to M 94697, M 94704 to M 94708, M 95896 to M 95900, M 96254 to M 96258, M 96362 to M 96365, M 97646 to M 97650, M 97659 to M 97661, M 98892 to M 98896, M 98931, M 98932, M 98939 to M 98843, M 99291 to M 99295, M 102137 to M 102139, M 102183, M 102187, M 102251, M 102255, M 102257, M 102514, M 103190.

One hundred and forty-four (144) General Mortgage four per cent bonds of the par value of \$500 each of the Atchison, Topeka and Santa Fe Railway Co., numbered D 00266, D 00386, D 00427, D 00678, D 01113, D 01836, D 01867, D 02332, D 02420, D 02624, D 02647, D 02753, D 02795, D 03026, D 03332, D 03420, D 03689, D 03989, D 04034, D 04165, D 04166, D 04842, D 04843, D 05349, D 05643 to D 05645, D 05862, D 06725, D 06905, D 07465, D 07466, D 08193, D 08343, D 08344, D 11523, D 18275 to D 18277, D 14088, D 14769, D 15428, D 15429, D 18262 to D 18264, D 18582, D 18583, D 19955, D 20538, D 20666, D 21750, D 22016, D 27220, D 27222, D 28061, D 28064, D 28067, D 28068, D 28217, D 29942, D 30642, D 32023, D 36939, D 37744, D 38373, D 39290, D 39600, D 39829, D 39858, D 39859, D 40081, D 40428, D 40805, D 41122, D 41123, D 41324, D 41881 to D 41883, D 42071, D 42595, D 43161, D 43267, D 43847, D 44493, D 46394, D 47801, D 47978, A 48062, D 48064, D 48704, D 00248, D 01141, D 01191, D 01293, D 01814, D 02112, D 02456, D 02639, D 04874, D 04876, D 06236, D 07251, D 13642, D 15154, D 26283, D 26600, D 26601, D 27330, D 28233, D 28298, D 28634, D 29238, D

30413, D 30923, D 31389, D 31398, D 31664 to D 31667, D 32306, D 32428, D 33196, D 33258, D 33498, D 33789, D 33970, D 34206, D 34207, D 35021, D 35399, D 35659, D 36430, D 36926, D 36927, D 43420, D 43709, D 47169, D 48630, D 48660, D 48846, and D 49698.

Two hundred and fifty (250) General Mortgage five per cent Bonds of the par value of \$1000 each of the Metropolitan Street Railway Company, numbered 86 to 90, 235, 634, 977, 979, 980, 1051 to 1069, 1191 to 1215, 1226, 1259 to 1265, 1288 to 1300, 1330 to 1332, 1352, 1353, 1376 to 1415, 1436, 1617, 1883, 1884, 1906 to 1915, 1972, 1973, 2051 to 2075, 2148 to 2150, 2153, 2227 to 2246, 3132, 3133, 3552, 3555, 3557, 3559 to 3562, 3566, 3567, 3633, 3987, 4105, 4283, 4297 to 4299, 4675, 5123, 5308, 5500, 6107, 6214, 6216, 6306, 6517, 6518, 6529, 6593, 6595 to 6597, 6644, 7142, 7199, 7243, 7244, 7253, 7254, 7371, 7995, 8230, 8242, 9548, 9619, 9675 to 9677, 9881 to 9885, 9891, 9892, 9951, 11298 to 11300, 11876 and 12106 to 12109.

Two thousand one hundred and seven (2107) first consolidated mortgage five per cent Bonds of the par value of \$1000 each of the Southern Pacific Railroad Co. of California, numbered 3501 to 3607 and 24356 to 26355.

Fifteen hundred (1500) first mortgage three and one-half per cent Bonds of the par value of \$1000 each of the Cleveland and Pittsburgh Railroad Co., numbered 5001 to 6000, 6076 to 6100, 6201 to 6220, 6226 to 6230, 6826 to 6850, 6901 to 7000, 7201 to 7244, 7345 to 7350, 7501 to 7575 and 7801 to 8000.

One thousand (1000) first mortgage four per cent Bonds of the par value of \$1000 each of the Southern Pacific Company (Central Pacific R. Co. Stock Collateral) numbered 5001 to 6000.

Five hundred (500) first mortgage four per cent Bonds of the par value of \$1000 each of the Northern Pacific-Great Northern (Chicago Burlington and Quincy Collateral) numbered 7753 to 7879 and 59010 to 59382.

Two hundred and ninety-nine (299) first mortgage four per cent Bonds of the par value of \$1000 each of the Denver and Rio Grande Railway Company, numbered 230, 494, 734, 953, 972, 986, 1095, 1119, 1192, 1238, 1733, 2228, 2374, 3127, 3319, 4190, 4191, 4578, 4579, 4838, 5678, 6457, 6859, 7053, 7063, 7064, 7192, 7223, 7849, 7852, 8331, 8332, 8469, a.c.R. 8497, 9183, 9184, 9504, 9506, 9590, 9614, 9692, 9820, 9978, 10043, 10673, 10743, 10813, 10912, 10962, 10972, 11176, 11258, 11260, 11264, 11358, 11390, 11481, 11575, 11638, 11639, 11643, 11745, 11907, 12020, 12089, 12192, 12248, 12577, 12686, 13062, 13233, 13467, 14393, 14421, 14485, 14555, 14701, 14702, 14716, 15182, 15889 to 15891, 15925, 16013, 16256,

16257, 16294, 16533, 17046, 17238, 17404, 17441, 17684, 17685, 17695, 17820, 17821, 17891, 18289, 18291, 18297, 18324, 18377, 18453, 18524, 18826, 18889, 19018, 19055, 19795, 19866, 20408, 20429, 20624, 20706, 20870, 20967, 21230, 21241, 21394, 21399, 21685, 21708, 21807, 21831, 21934, 21972, 22415, 22961, 23078, 23136, 23590, 23722, 23793, 24126, 24910, 25427, 25470, 25517, 25518, 25577, 26163, 26276, 26277, 26370, 26955, 26957, 27197, 29551 to 29600, 29651 to 29700, 29701 to 29750.

Two (2) first mortgage four per cent Bonds of the par value of \$500 each of the Denver and Rio Grande Railway Company, numbered 231 and 565.

One hundred (100) first mortgage three and one-half per cent Bonds of the par value of \$1000 each of the New York Central and Hudson River Rail Road Co., (Michigan Central Collateral) numbered 201, 210, 211, 1596, 1597, 1600 to 1602, 1811 to 1816, 2624, 2733 to 2735, 2980, 5442 to 5456, 5470, 5509, 5555 to 5565, 5651 to 5655, 5676, 6693, 6695, 6696, 7216, 7217, 12095 to 12099, 12180 to 12182, 12365, 12446, 12640 to 12659, 12675, 12677, 13250, 13463, 13540, 13541, 13737, 13739, 13741, 16185 to 16189, 16195 to 16199, 16569, 16600 and 16601.

One hundred (100) Registered Certificates Canada Southern Railway Company five per cent Second Mortgage Bonds covering One hundred thousand (\$100,000) dollars, numbered 538 to 637.

Six (6) Registered Certificates Chicago and Northwestern Railway Co. Sinking Fund six per cent Bonds covering Twenty-eight thousand (\$28,000) dollars, numbered E 2021, E 2022, C 01050, D 0397, C 01051 and E 2193.

Twenty (20) Registered Certificates Chicago and North Western Railway Co. Sinking Fund five per cent Bonds covering Fifty-four thousand (\$54,000) dollars, numbered E 1818, D 0336, C 01271, C 01272, E 1836, E 1838 to E 1840, D 0341, D 0350, D 0351, E 1845 to E 1847 and E 1991 to E 1996.

Three hundred and thirty-two (332) first mortgage four per cent Bonds of the par value of \$1000 each of the Baltimore and Ohio River Railroad Company, numbered 15298 to 15500, 15701 to 15729, 15851 to 15900, and 15951 to 16000.

One thousand three hundred and eleven (1311) second mortgage six per cent bonds of the par value of \$1,000 each of the Galveston Harrisburg and San Antonio Railway Company numbered 1111 to 2110 and 6044 to 6354.

Six (6) first mortgage six per cent Bonds of the par value of \$1000 each of the Kentucky and South Atlantic Rail Road Company, numbered 100 to 105.

Five (5) first mortgage six per cent Bonds of the par value of \$1000 each of the Salt Lake and Fort Douglas Rail Road Company, numbered 20 to 24.

Sixteen (16) first mortgage six per cent Bonds of the par value of \$1000 each of the Southern Pacific Rail Road of California, numbered 21236 to 21241 and 27301 to 27310.

Registered Certificates Chicago and Northwestern Railway Company Sinking Fund six per cent Bonds, covering Six thousand (\$6,000) dollars; now in possession of the Western National Bank of the United States in New York at New York City, State of New York.

Registered Certificates Chicago & Northwestern Railway Company Sinking Fund five per cent Bonds, covering Nineteen thousand (\$19,000) dollars; now in possession of the Western National Bank of the United States in New York at New York City, State of New York.

All the coupons of the foregoing bonds whether attached or detached and all accrued and accruing interest, dividends, rents or earnings upon any of the foregoing bonds, stocks and other property.

J

OTHER PERSONAL PROPERTY.

All the property of every kind now contained in the Leland Stanford Junior Museum and in the Memorial Church, at said University, and in the power houses, machine shops, dormitories, campus residences, gymnasiums, laboratories, executive and department offices, recitation rooms and libraries of the said University, and all books, furniture, laboratory supplies, and equipment, scientific instruments, specimens, machinery, and all other equipment of every kind used by or in connection with said University.

All the furniture, household effects, paintings, pictures, books, statuary, works of art, bric-a-brac, and other effects, heretofore conveyed to the Board of Trustees, and now contained in the residence of Jane L. Stanford on the southwest corner of California and Powell Streets in the City and County of San Francisco and in her home on the Palo Alto Farm.

All the cattle, horses and other live-stock, grain, wine, brandy, implements, machinery, harness, growing crops, and every kind of personal property, supplies and equipment upon, pertaining to, or used in connection with, any of the ranches or other tracts or parcels of real property herein described or referred to.

All moneys held or deposited in the name or to the credit of said University or said Trustees or said Board of Trustees, including all moneys on deposit as follows:

In the Western National Bank of the United States in New York, in the name of the Board of Trustees of the Leland Stanford Jr. University, Jane L. Stanford, Agent and Attorney-in-fact.

In the Union Trust Company of San Francisco, in the name of The Board of Trustees of the Leland Stanford Jr. University.

In the Union Trust Company of San Francisco, in the name of Leland Stanford, Jr. University, Salary Account, Chas. G. Lathrop, Treasurer.

In the Nevada National Bank of San Francisco, in the name of Leland Stanford, Jr. University, Chas. G. Lathrop, Treasurer.

In the Nevada National Bank of San Francisco, in the name of the Board of Trustees of the Leland Stanford Jr. University.

In the Bank of Palo Alto, in the name of Leland Stanford, Jr. University.

Jewels, consisting of diamonds, rubies, emeralds, sapphires and pearls heretofore granted, assigned, transferred and conveyed to the Trustees of the Leland Stanford Junior University and not heretofore sold or otherwise disposed of, and now located in a safe deposit box in the vaults of the Union Trust Company of San Francisco.

Two large safes, marked No. 1 and No. 2 respectively, containing bonds, certificates of stock and other property belonging to the University, and located in the book vault of the Union Trust Company of San Francisco, California.

All office furniture and fixtures in the office of the Treasurer of the Board of Trustees of the Leland Stanford Junior University.

All office furniture and fixtures in the Branch Office of the Treasurer of the Board of Trustees of the Leland Stanford Junior University at Room No. 157 of the Crocker Building, San Francisco, California.

That all of the above described property is now owned by, and the full legal title in fee simple to all said property is vested in, the said Timothy Hopkins, Horace Davis, Thomas B. McFarland, George E. Gray, William M. Stewart, Joseph D. Grant, Samuel F. Leib, Leon Sloss, Thomas W. Stanford, Frank Miller, Charles G. Lathrop, Russell J. Wilson, Whitelaw Reid and George E. Crothers, as Trustees of the Leland Stanford Junior University, and is held by them for the founding, endowment, maintenance and benefit of the said Leland Stanford Junior University,

upon and subject to the trusts hereinafter set forth, subject only to the right of the said Jane Lathrop Stanford to have, hold, use and enjoy during her natural life the home and premises situated on the southwest corner of Powell and California Streets in the City and County of San Francisco, State of California, and more particularly described in subdivision "B" of the foregoing description of property, and all the furniture, household effects, paintings, pictures, books, statuary, works of art, bric-a-brac and other effects now contained in said home and in the home of the said Jane Lathrop Stanford situated on said Palo Alto Farm.

That the said Jane Lathrop Stanford has no right, title or interest in, or power over, any of the above described property, either individually or as Surviving Founder of said Leland Stanford Junior University, or as widow, devisee or legatee of the said Leland Stanford, excepting as stated in the preceding paragraph.

That all of the above described property constitutes a single trust fund.

That the said Timothy Hopkins, Horace Davis, Thomas B. McFarland, George E. Gray, William M. Stewart, Joseph D. Grant, Samuel F. Leib, Leon Sloss, Thomas W. Stanford, Frank Miller, Charles G. Lathrop, Russell J. Wilson, Whitelaw Reid and George E. Crothers, petitioners herein, constitute the Board of Trustees of the Leland Stanford Junior University, and they are the survivors and successors of the Trustees named or referred to in each of the grants, deeds, conveyances and other instruments herein referred to, and they are the Trustees of all trusts created by said grants, deeds, conveyances and other instruments, and are the Trustees of all the trusts hereinafter set forth.

That all of the trusts set forth in and created by said Founding Grant and all of the amendments and modifications of said trusts are hereinafter quoted from, and set forth in, the language of the Grant, deed, address or other instrument creating said trusts, amendments or modifications, and the said trusts as so amended are the trusts upon which all of the property herein described is held.

I.

That the following are all of the trusts set forth in and created by said Founding Grant, dated the 11th day of November, 1885, and executed and delivered by the said Leland Stanford and Jane Lathrop Stanford, to-wit:

GRANT
FOUNDING AND ENDOWING
THE LELAND STANFORD JUNIOR UNIVERSITY.

We LELAND STANFORD and JANE LATHROP STANFORD husband and wife, grantors, desiring to promote the public welfare by founding, endowing and having maintained upon our estate known as the Palo Alto Farm, and situated in the counties of San Mateo and Santa Clara, State of California, United States of America, a University for both sexes, with the Colleges, Schools, Seminaries of Learning, Mechanical Institutes, Museums, Galleries of Art and all other things necessary and appropriate to a University of high degree, to that end, and for that purpose, do hereby grant, bargain sell and convey to Lorenzo Sawyer, H. W. Harkness, James McM. Shafter, Josiah Stanford, Charles Goodall, Horace Davis, Alfred L. Tubbs, John F. Miller, Francis E. Spencer, John Boggs, Henry Vrooman, T. B. McFarland, Charles F. Crocker, Isaac S. Belcher, Timothy Hopkins, John Q. Brown, Henry L. Dodge, George E. Gray, Irving M. Scott, N. W. Spaulding, William Ashburner of California, Matthew P. Deady of Oregon, William M. Stewart of Nevada, and Stephen J. Field, a Justice of the Supreme Court of the United States, Trustees, and to their successors forever, all and singular the following described property

That certain tract of land, situate in the County of Butte, State of California, and now commonly known and designated as Stanford's Gridley Farm.

Also that certain tract of land situated partly in the said County of Butte, and partly in the County of Tehama, in said State, and now commonly known and designated as Stanford's Vina Farm.

And also that certain tract of land situated partly in the County of Santa Clara and partly in the County of San Mateo, and now commonly known and designated as the Palo Alto Farm.

Together with all the tenements, hereditaments and appurtenances thereunto belonging, with the water rights, water ditches, pipes, flumes, canals, aqueducts and reservoirs now used in connection with either of said tracts of land: said tracts of land being more particularly described by metes and bounds in the paper hereto attached, marked "Schedule A" and made part hereof.

To have and to hold said property, and all other property, real and personal, which we, or either of us, may hereafter convey or devise to them or their successors upon the trust that it shall constitute the foundation and endowment for the University herein provided, and upon the

trust that the principal thereof shall forever remain intact, and that the rents, issues and profits thereof shall be devoted to the foundation and maintenance of the University hereby founded and endowed, and to the uses and purposes herein mentioned.

Now therefore, further in pursuance of said desire, and that the trust hereby created may be executed according to the wishes of the grantors and each of them, they do hereby, as it is provided may be done by the Act of the Legislature of the State of California, approved March Ninth 1885, entitled "An act to advance learning, the arts and sciences, and to promote the public welfare, by providing for the conveyance, holding and protection of property, and the creation of trusts for the founding, endowment, erection and maintenance within this State of universities, colleges schools, seminaries of learning, mechanical institutes museums and galleries of art," designate:

First:

THE NATURE, OBJECT, AND PURPOSES OF THE INSTITUTION HEREBY FOUNDED, TO BE:

Its nature, that of a university with such seminaries of learning as shall make it of the highest grade, including mechanical institutes, museums, galleries of art, laboratories and conservatories, together with all things necessary for the study of agriculture in all its branches, and for mechanical training, and the studies and exercises directed to the cultivation and enlargement of the mind;

Its object, to qualify its students for personal success, and direct usefulness in life;

And its purposes, to promote the public welfare by exercising an influence in behalf of humanity and civilization, teaching the blessings of liberty regulated by law, and inculcating love and reverence for the great principles of government as derived from the inalienable rights of man, to life, liberty and the pursuit of happiness.

Second.

THE NAME OF THE INSTITUTION.

Since the idea of establishing an institution of this kind for the benefit of mankind came directly and largely from our son and only child LELAND and in the belief that had he been spared to advise us as to the disposition of our estate he would have desired the devotion of a large portion thereof to this purpose, we will that for all time to come the institution hereby founded shall bear his name, and shall be known as

THE LELAND STANFORD JUNIOR UNIVERSITY.

Third.

THE NUMBER, QUORUM AND DESIGNATION OF THE TRUSTEES.

The Number of the trustees shall be twenty-four, and fifteen thereof shall constitute a quorum, but the assent of not less than a majority of the whole to wit: thirteen, shall be necessary for affirmative action in the execution of the trusts herein contained.

The trustees herein named and their successors, in their collective capacity, shall be known and designated as "The Board of Trustees of the Leland Stanford Junior University."

Fourth.

That the Trustees (subject to the reservations and to the rights to alter and amend hereinafter contained) shall have Power and it shall be their Duty:

1. To meet in the City of San Francisco on the fourteenth day of November 1885 or as soon thereafter as practicable and then and there a majority of their number being present, to organize as a Board by electing one of their number Chairman and to transact such other business as may be proper.

2. To manage and control the Institution hereby founded.

3. To manage and control the trust property, care for and improve the same, operate or lease it and apply the net proceeds or profits thereof to the purposes of the trust hereby created.

4. To, in their discretion, receive grants of property from others in aid of the institution founded, or to establish Scholarships therein,—providing the same are made upon terms and conditions in harmony with the purposes of the Institution as herein declared.

5. To receive from the grantors, or either of them, by grant or devise, such other property as the grantors or either of them may hereafter elect to give, and to hold such property upon the same conditions and to the same uses and trusts, as are herein prescribed.

6. To make By-Laws not inconsistent with the laws of this State, or the purposes of this grant, for the government of the Institution hereby founded.

7. To make rules and regulations for the management of the trust property.

8. To keep a full and fair record of their proceedings.

9. To appoint a President of the University, who shall not be one of their number, and to remove him at will.

10. To employ professors and teachers at the University.

11. To fix the salaries of the President, professors and teachers, and to fix them at such rates as will secure to the University the services of men of the very highest attainments.

12. To use the rents, issues and profits of the trust property (but no part of the principal) in the execution of their trust, and in case such rents, issues, and profits, for any one year, exceed the amount necessary to execute the trust, and maintain the Institution for said year then to invest the same until its use becomes necessary.

13. To establish and maintain at such University an educational system which will, if followed, fit the graduate for some useful pursuit, and to this end to cause the pupils, as early as may be, to declare the particular calling, which in life they may desire to pursue; but such declaration shall not be binding if, in the judgment of the President of the University, the student is not by nature fitted for the pursuit declared.

14. To prohibit sectarian instruction, but to have taught in the University the immortality of the soul, the existence of an all-wise and benevolent Creator, and that obedience to His laws is the highest duty of man.

15. To have taught in the University the right and advantages of association and cooperation.

16. To afford equal facilities and give equal advantages in the University to both the sexes.

17. To maintain on the Palo Alto Estate a farm for instruction in Agriculture in all its branches.

18. To do and perform all things hereinafter provided for, and all things necessary to the proper exercise and discharge of their trust.

Fifth.

THE POWERS AND DUTIES OF THE PRESIDENT OF THE UNIVERSITY.

It shall be the duty of the Trustees to give to the President of the University the following powers:

1. To prescribe the duties of the professors and teachers.
2. To remove professors and teachers at will.
3. To prescribe and enforce the course of study and the mode and manner of teaching.
4. Such others powers as will enable him to control the educational part of the University to such an extent that he may justly be held responsible for the course of study therein and for the good conduct and capacity of the professors and teachers.

Sixth.

THE FACULTY.

The Trustees shall constitute the President and professors the faculty of the University, and prescribe their powers and duties as such.

Seventh.

THE MANNER, AND TO WHOM, THE TRUSTEES SHALL REPORT.

The Board of Trustees shall annually report all their proceedings to the person who for the time being shall fill the office of Governor of the State of California, and shall accompany such report with a full account of their financial operations for the preceding year, and with a statement of the financial affairs of the Institution.

Eighth.

THE MODE AND MANNER, AND BY WHOM, THE SUCCESSORS TO THE TRUSTEES NAMED IN THE GRANT ARE TO BE APPOINTED.

Any Trustee named in this Grant, or the successor to any such Trustee, may for good cause be removed by a proper court of equity jurisdiction, after notice to him, and upon the application of the grantors herein, or either of them, or upon the application of the Board of Trustees.

Any Trustee named in this Grant or the successor of any such Trustee, may, in writing, addressed and delivered to the Board of Trustees, resign his office as Trustee, and every vacancy in the Trustees which shall occur during the lives of the grantors, or during the life of either of them, either from the failure of any Trustee named in this Grant to accept the trust, or from death, resignation or otherwise, shall be filled by the grantors, or either of them, as the case may be, and every vacancy occurring thereafter shall be filled by the surviving or remaining Trustees by ballot.

Ninth.

THE PLACE WHERE, AND THE TIME WHEN, THE BUILDINGS NECESSARY AND PROPER FOR THE INSTITUTION SHALL BE ERECTED, THE CHARACTER AND EXTENT THEREOF.

The Trustees shall:

1. Within two years from the date hereof, select and lay off on the Palo Alto Farm a site, and adopt a general plan for the construction of the University buildings. Such buildings shall be plain and substantial

in character and extensive enough to provide accommodations for the University and the Colleges, Schools, Seminaries, Mechanical Institutes, Museums, Laboratories, Conservatories and Galleries of Art, part thereof. They shall be built as needed, and no faster, and in a manner which shall allow for additions and expansions from time to time, as the necessities of the University may demand, the Trustees bearing in mind that extensive and expensive buildings do not make a University; that it depends for its success rather upon the character and attainments of its faculty. In this behalf, and to the end that the endowment may not be wasted, or impaired, by the premature construction of expensive buildings, the Trustees shall be the exclusive judges, free from all interference from any source whatever, of the time when buildings are needed, and of the time and manner of their construction and of the time and manner of making additions thereto.

2. Lay off on the PALO ALTO FARM one or more sites for buildings for the officers and employes of the Institution, and erect and maintain thereon such buildings as may be necessary.

3. Lay off on the Palo Alto Farm one or more sites for dwelling-houses for parents or guardians and their families, and for such other persons as the Board may direct, and erect thereon buildings and lease the same, or lease the land and permit the lessees to erect such buildings, on such terms and conditions as the Board may direct.

4. Lay off on said Palo Alto Farm a lot of about ten acres, and suitably improve and maintain the same forever as a place of burial and of last rest on earth for the bodies of the grantors and of their son LELAND STANFORD JUNIOR, and as the Board may direct, for the bodies of such other persons who may have been connected with the University.

5. Lay off on the Palo Alto Farm a site for, and erect thereon a church.

Tenth.

THE SCHOLARSHIPS AND OTHER MATTERS CONNECTED THEREWITH.

The Trustees shall have power, and it shall be their duty:

1. To establish and maintain in connection with the University such a number of free Scholarships as the endowment of the Institution, considering all its objects, will justify. Such scholarships must be given either to those who, by good conduct and study, have earned the right thereto, or to the deserving children of those who, dying without means in the service of the State, or in the cause of humanity have a special claim upon the good-will of mankind.

2. To fix the terms and conditions upon which the students generally may be admitted to all or any of the privileges of the University.

3. To fix the terms and conditions upon which the students of the public and private schools and other deserving persons may attend the lectures of the University, or engage in original research thereat, and the terms and conditions upon which the agricultural farms, laboratories, museums, art galleries, mechanical institutes, conservatories and other institutions, part of the University shall be open to deserving persons, without their becoming students thereof.

4. To establish and have given at the University, by its ablest professors, courses of lectures upon the science of government, and upon Law, Medicine, Mechanics, and the other Arts, and Sciences, which shall be free to the post-graduates of the Colleges of the University hereby founded, and to the post-graduates of all other colleges and universities, and to all deserving persons, to the full capacity of the lecture-rooms, under such rules and regulations as the Trustees may adopt.

Eleventh.

ELECTION OF THE GRANTORS TO CONTROL THE PROPERTY AND THE EXECUTION OF THE TRUST DURING THEIR LIVES, OR THE LIFE OF EITHER.

The grantors, and each of them, do hereby, in accordance with the provisions of the aforesaid Act of the Legislature, elect:

1. In relation to the property hereby conveyed, and in relation to such other property as may hereafter be conveyed or devised by them or either of them to said Trustees for the purpose of this trust, and in relation to the erection maintenance and management of the Institution hereby founded, to perform during their lives all the duties and exercise all the powers and privileges, which, by the terms of this grant, are enjoined upon and vested in the Trustees therein named.

2. That the survivor of either of said grantors shall, after the death of the other, and during the life of the survivor, in relation to all of said property, and in relation to the erection, maintenance and management of the institution hereby founded, perform all the duties, and exercise all the powers and privileges which, by the terms of this grant are enjoined upon and vested in the Trustees therein named.

3. That upon the death of both Grantors then all such duties shall devolve upon and all such powers and privileges shall be exercised by the Trustees named in this grant, and by their successors forever.

Twelfth.

RESERVATION OF THE RIGHT TO ALTER, AMEND OR MODIFY THE TERMS AND CONDITIONS OF THIS GRANT, AND THE TRUST THEREIN CREATED, IN CERTAIN RESPECTS.

The grantors hereby reserve to themselves during their lives, and hereby reserve and grant to the one who shall survive the other, during his or her life, the right to alter, amend or modify the terms and conditions of this grant, and the trusts therein created, in respect to the nature, object and purposes of the institution founded, the powers and duties of the Trustees, the manner in which, and to whom, they shall account, the mode and manner, and by whom, their successors shall be appointed, the rules and regulations for the management of the property conveyed, the time when, and the character and extent of, the buildings which shall be erected, the right to provide for trades and professions which shall be taught in the institution, and the terms upon which scholarships shall be founded.

Thirteenth.

RESERVATION OF OTHER RIGHTS.

The grantors hereby reserve to themselves during their lives, and hereby reserve and grant to the one who shall survive the other, during his or her life.

1. The right to absolute dominion over the personal property which they, or either of them, may hereafter give to said trustees, or their successors, and over the rents, issues and profits thereof.

2. The right to absolute dominion over the rents, issues and profits of the real property hereby granted.

3. The right to improve, manage and control the trust property, as if this grant had not been made; but this reservation does not include the right or power to sell or encumber any of the real property granted.

All these rights, and all other rights reserved by, and all powers and privileges given, or duties imposed upon, the grantors, or either of them, by the terms of this grant, shall be exercised, enjoyed and performed by said grantors or either of them, as the case may be, without let or hindrance, and free from all interference from any source whatever, and from all duty to report their action, and from all liability to account in any manner therefor, and from all liability for waste, loss, misappropriation, or for any act or deed whatever, by them or either of them done or permitted.

Fourteenth.

THE CUSTODY OF THE PERSONS OF MINORS.

And further, in pursuance of said desire, the grantors hereby provide that the Trustees named in this grant, and their successors, may, in the name of the Institution become the custodian of the persons of minors, taking such custody in the manner, and for the time, and in accordance with the provisions of Sections 264 to 276, inclusive, of the Civil Code of the State of California.

Fifteenth.

LIMITATIONS UPON THE POWERS OF THE TRUSTEES.

1. Neither the Trustees herein named, nor their successors, shall have power to sell or convey the real property hereinbefore described and granted.
2. The Trustees herein named, and their successors, shall serve without compensation.

Sixteenth.

MISCELLANEOUS.

The grantors hereby declare:

1. That all the property hereby conveyed was acquired by them during coverture, and was, until this grant was executed, their community property, and for that reason, and because of their mutual desire to be associated in this undertaking, they in accordance with the provisions of the aforesaid Act of the Legislature have joined in this conveyance.
2. This grant, and all grants and devises hereafter made by the grantors or either of them for endowing and maintaining the Institution hereby founded, shall be liberally construed, and always with a view to effect the objects and promote the purposes of the grantors, as herein expressed.

II.

That on the 1st day of June, 1897, the foregoing trusts, set forth in and created by said Founding Grant, were duly and regularly amended by the aforesaid instrument in the form of an address, dated, executed and delivered on the 1st day of June, 1897, as follows, to-wit:

I further direct that no building be placed in the area set apart for the "Outer Quadrangle," except that it be of stone and in general harmony with the present Quadrangle and in conformity with its plan.

I embrace this opportunity to express to you my wish in regard to certain other matters of importance connected with the future administration of the Leland Stanford Junior University.

It is desirable so far as may be that the faculty and students should reside on the University grounds. To that end the present provisions for leasing lots should be continued, subject to such changes as future contingencies may make necessary.

I direct that professors or University officers desiring to build on the grounds shall be permitted to do so on suitable terms of lease on condition that the houses so erected shall be attractive in exterior and that they shall cost not less than \$3,000.

I also direct that student associations shall be allowed to build houses of attractive exterior, the minimum cost to be fixed at the present at \$5,000.

I direct that the privilege of leasing grounds for the purpose of building on the University campus on the part of outside persons shall be limited to special cases, and no house to be built in the future by a person not connected with the University shall cost less than \$6,000; and none shall be built or used for boarding house purposes.

I reserve for myself only the right to change this plan.

I further direct that no ground shall ever be leased for a boarding house, school or residence of any sort which shall be held for the benefit of any religious sect or denomination.

I further direct that no residences be allowed to encroach on the grounds needed for University purposes, and that none be built on the north of Alvarado Row, or between the Row and the Quadrangle, or between Roble Hall, Dr. Jordan's residence or the Museum.

I further desire that the Sigma Nu fraternity house and if possible the residence of the bachelor professors be removed, as soon as convenient to said parties, to some point further from the athletic grounds of the University.

In the grant founding the Leland Stanford Junior University November 14, 1885, it is made the duty of the Trustees to give the President of the University the following powers:

1. To prescribe the duties of the professors and teachers.
2. To remove professors and teachers at will.
3. To prescribe and enforce the course of study and the mode and manner of teaching.

4. Such other powers as will enable him to control the educational part of the University to such an extent that he may justly be held responsible for the good conduct and capacity of the professors and teachers.

The history of the University for the past six years has fully vindicated the wisdom of this clause in the grant. It is my wish that this clause shall be in the future as in the past respected both in word and in spirit.

I therefore explicitly direct that the selection and removal of the professors and teachers, and all questions relating thereto, shall be determined by the President and by him alone.

III.

That on the 31st day of May, 1899, the foregoing trusts set forth in and created by said Founding Grant, and the foregoing amendments thereof by the aforesaid instrument in the form of an address, dated, executed and delivered on the 1st day of June, 1897, as aforesaid, were further duly and regularly amended by the aforesaid deed dated, made, signed, acknowledged and delivered by said Jane Lathrop Stanford on the 31st day of May, 1899, as follows, to-wit:

Under and by virtue of the power and authority reserved to me by the said Act of the Legislature approved March 9th, 1885, and by the grant executed by my husband and myself bearing date the 11th day of November, A. D. 1885, I hereby make, declare and designate the following additional rules and regulations for the management of said property, and respecting the government and management of said University:

I provide that the President and Vice-President of the Board of Trustees shall be chosen annually by a majority vote of said Board, their terms of office to begin with the first day of August in each school year. This is the rule in almost all similar bodies, where there is no ex-officio President; and I now name Mr. S. F. Leib as President, and Mr. Russell J. Wilson as Vice-President for the coming year, commencing from this date.

I also desire to provide that after my death the President and Vice-President of the Board of Trustees shall exercise the usual functions of such officers, together with such duties as such, as the Board of Trustees may, from time to time, assign to them.

No vacancy occurring from any cause in the Board of Trustees shall be filled until the number of Trustees shall be reduced to fifteen. Any vacancy occurring in the Board after the number of Trustees shall be

reduced to fifteen shall be filled after my death, but not before, by the Trustees, and all vacancies that may occur thereafter shall be filled by the remaining Trustees by ballot, either at the annual meeting, or at a special meeting, of which due notice shall be given, stating the vacancy to be filled; and from and after the time when the number of the Trustees shall be reduced to fifteen, that number of Trustees shall constitute the Board of Trustees of said University.

The term of office of each Trustee hereafter appointed or elected shall be ten years.

Nine Trustees shall constitute a quorum of the Board. The votes of eight Trustees shall be required for the election of a Trustee.

There shall be elected at the annual meetings a President, Vice-President, and an Executive and Finance Committee, composed of five Trustees. Their respective terms of office shall be one year, commencing upon the first day of August after their election or appointment, and continuing until their respective successors shall be elected.

The Executive and Finance Committee shall have the management and control, subject to the approval of the Board, of the property, the finances, and the general business of the University. They shall keep a record of their proceedings, and the same shall always be open to the inspection of the Board and its members. The President, Vice-President, the Executive and Finance Committee, the Treasurer and Business Manager, and the votes of eight Trustees shall be necessary for affirmative action in the execution of the trusts herein mentioned, but for the purposes of investing and re-investing the proceeds of the trust property in the bonds of the United States, or of this State, or in other bonded securities, it shall take the affirmative votes of nine Trustees.

After my death, the Board may, from time to time, at its pleasure, adopt by-laws not inconsistent with law, or the rules, regulations or orders made by the founders of the University, or either of them.

No private or public house shall be erected upon the grounds of the University as a boarding or lodging house for students of the University, or others, except by the Trustees, and under their entire control. No house for private use shall be erected upon the grounds of the University which is of a value less than four thousand dollars.

No kindergarten or elementary school shall be established or maintained on the grounds, or in any of the buildings or rooms of the University which shall be supported in whole or in part out of the funds of the University.

No summer school shall be established or maintained at the University, or have the use of the University name, nor shall any member of

the Faculty engage, or be employed as a teacher in such school, upon the grounds of the University.

The Board shall designate one day in each week when the students at the University may visit the Museum free of charge. All other persons must pay an admission fee of a quarter of a dollar for each admission, except the President and members of the Faculty and their families, and the Trustees and their families.

The Board of Trustees may, in its discretion, receive and accept all such property as any person may desire to give to said Board or said University, for the benefit and use of the University, by grant, devise, or any other mode or means by which the title of property is transferred by or between private persons; and if such property be offered to be given, in the mode or manner aforesaid, to said Board in trust for the benefit of said University, said Board may accept and receive the same, if in the opinion of the Board the particular purpose for which it is offered to be given be not inconsistent with the purposes for which said University was founded, and if, also, the trusts declared by said donor may be executed by said Board in the same manner that the trusts declared in the grant by which said University was founded may be executed.

It is desirable that the members of the Faculty and the students should generally reside upon the grounds of the University; the Trustees are, therefore, empowered to lease to the members and officers of the Faculty and associations of students, parcels of said grounds suitable for the erection of dwelling houses, upon such terms, and for such rent as the Trustees may deem for the best interests of the University; but each of the leases shall contain conditions to the effect that a dwelling house shall be erected upon the leased premises, that its exterior shall be attractive in appearance, and cost not less than four thousand dollars.

None of the residences shall be permitted to encroach on the grounds needed for the purposes or uses of the University, or be built on the north of Alvarado Row, or between that Row and the Quadrangle, or between Roble Hall, Dr. Jordan's residence, or the Museum.

Societies or associations of students shall be permitted to build houses for the use of the members of the societies or associations respectively, but the respective houses must be of an attractive exterior, and the minimum cost to be fixed at six thousand dollars, and must not be re-leased to anyone for boarding-houses.

The selection, appointment and removal of professors and teachers, and all questions relating thereto, shall be made and determined by the President of the University.

At or about the beginning of each University year, a definite sum shall be designated as a fund for the payment of salaries; and another definite sum shall be designated for the purchase of books and supplies for the University.

The charge of registration fees for students and post-graduating students has proven by experience to be advantageous, and I direct that this shall ever be continued in the future.

There is another subject upon which I feel deeply, and I speak of it at present, because this may be my last opportunity of meeting you face to face. Whereas the University was founded in memory of our dear son Leland, and bears his name, I direct, under the power given me in the original grant, that the number of women attending the University as students shall at no time ever exceed five hundred.

The term "Trustees" wherever employed herein, may be so construed as to include the successors of said Trustees, and also the Board of Trustees.

IV.

That the said instrument dated the 1st day of November, 1901, and executed by all of the then Trustees of the Leland Stanford Junior University, and consented to and approved by said Jane Lathrop Stanford by an instrument endorsed thereon on the 28th day of March, 1902, did duly and regularly set forth and create further and additional powers in said Board of Trustees of the Leland Stanford Junior University and further and additional provisions, by-laws and rules affecting the organization of said Board of Trustees and the manner of exercising the powers and performing the duties of said Trustees, and provisions assuming corporate powers by said Trustees of the Leland Stanford Junior University; and that said provisions, by-laws and rules are valid amendments of the foregoing trusts set forth in and created by said Founding Grant and the amendments thereof hereinbefore set forth, and are as follows, to-wit:

WHEREAS Section 10 of Article 9 of the Constitution of the State of California provides that the Legislature of the State of California may, by a special Act, grant to the Trustees of the Leland Stanford Junior University corporate powers and privileges;

AND WHEREAS under such power and authority the Legislature did, by Act approved February 14, 1901, entitled "An act to grant to the trustees of the Leland Stanford Junior University corporate powers and privileges," found on page 4 of the Statutes of 1901, confer the right on such Trustees to exercise certain corporate powers therein specified;

NOW, THEREFORE, we, the undersigned, being all the Trustees of the Leland Stanford Junior University, do hereby, in pursuance of the said Act, organize ourselves into a Board of Trustees to be and to be known as "The Board of Trustees of the Leland Stanford Junior University."

The officers of such Board shall consist of a president, a vice-president, a secretary and a treasurer, and the present officers of the present organization of said University, known as "The Board of Trustees of the Leland Stanford Junior University," are hereby elected to the respective offices which they are now filling, until new officers shall be elected in their stead: that is to say: S. F. Leib is elected as the president of said Board of Trustees; Russell J. Wilson is elected as the Vice-president thereof; H. C. Nash is elected as the secretary thereof; and Charles G. Lathrop is elected as the treasurer of the said University and of the Trustees thereof and of the said Board of Trustees.

The officers shall be elected by the Board of Trustees on the first day of August of each year, and shall hold office for one year or until their successors are chosen and qualify.

A majority of the Trustees shall constitute a quorum to do business at any meeting of the Board, but a majority of all of the Trustees of the University shall vote in favor of any motion or resolution in order to carry the same.

The said Board of Trustees may transact all business, perform all acts and exercise all powers that could otherwise be legally transacted, performed or exercised by such Trustees, and the Board of Trustees shall have the power to authorize its officers to transact such business, as its act and on its behalf, as such Board may designate.

Such Board shall also have the power to authorize its officers to transact such business as it may designate on behalf of and as the act of the Trustees of such University.

The said Board of Trustees may adopt such By-Laws as it may consider necessary and proper.

Either the said Board of Trustees or the president of such Board may accept any property or the possession thereof given or conveyed, or to be

given or conveyed to said Trustees by any grant or conveyance for the benefit of the Leland Stanford Junior University, and may accept such grant or conveyance in accordance with the provisions thereof.

Meetings of such Board can be held at any time upon notice thereof to the Trustees in the State of California being given by mail, telegraph or telephone by the secretary or president in time for them to attend the same, and at such meeting any business may be transacted; and the recital in general terms by the secretary in the minutes that such notice was given shall be sufficient evidence of the fact, without further or detailed recital concerning the same.

The Board may, by resolution or By-Law, provide for regular meetings thereof.

And the Board of Trustees hereby organized shall be deemed and shall in fact be a continuation of said Board of Trustees provided for in said grant founding said University.

V.

That the trusts set forth in and created by said Founding Grant, and amendments thereof made prior to the 3rd day of October, 1902, were upon said 3rd day of October, 1902, further duly and regularly amended by said instrument in the form of an address dated and executed, acknowledged and delivered by said Jane Lathrop Stanford, on that day, as follows, to-wit:

The Trustees being organized as a Board, with the assent of the Surviving Founder, and under and in accordance with the State Constitution and special act of the Legislature, all directions heretofore made by me as to the appointment, powers, and duties of its officers and of an executive and finance committee are withdrawn, and in lieu thereof the Board is directed to adopt by-laws providing for its officers and necessary committees and specifying their powers and duties.

The directions heretofore made requiring the Board of Trustees to maintain the stables upon the Palo Alto Farm and to maintain the vineyard at Vina, are withdrawn. As long as the vineyard at Vina produces a reasonable income, I recommend its maintenance.

I have erected the Church, Assembly Hall and Chemical Laboratory referred to in my former directions. I therefore withdraw all directions concerning their location or erection.

No rule or direction heretofore made shall prevent the application of the endowment funds of the University towards the improvement of any real estate now or hereafter held in trust for the University.

All property, real and personal, held in trust for the maintenance of the Leland Stanford Junior University, except the Palo Alto Farm and my San Francisco Residence, may be sold and conveyed and the proceeds thereof invested for the benefit of the University.

The concurrence of a majority (eight) of the Board of Trustees shall be necessary and sufficient for the sale of property, for the investment of funds, or for the transaction of any other business, irrespective of whether or not they, or any of them, shall be officers of said board or members of any committee thereof.

The Board of Trustees of the Leland Stanford Junior University, as such, or in the name of the institution, or by other intelligible designation of the trustees or of the institution may receive property, real or personal, and wherever situated, by gift, grant, devise, or bequest, for the benefit of the institution, or of any department thereof, and such property, unless otherwise provided, shall be held by the Trustees of the Leland Stanford Junior University upon the trusts provided for in the grant founding the University, and amendments thereof, and grants, bequests, and devises supplementary thereto, within the meaning of Article IX, Section 10, of the Constitution of the State of California.

Any directions heretofore made by me inconsistent with any of the provisions of Subdivisions 9, 10 and 11 of Article IV of the Founding Grant are withdrawn. The Board of Trustees should adopt such a plan for the nomination and appointment of professors and teachers, and the determination of their salaries, as experience of this and similar institutions may prove to be desirable. During my administration the President of the University shall continue to have the exclusive control over the appointment and dismissal of professors and teachers, as he has had heretofore.

The Board of Trustees should always avail itself of the knowledge and experience of the President of the University, who, by reason of the high and disinterested position which he holds, will be found to be a safe counsellor in all matters of University administration and in all differences and conflicting claims within and between departments.

No direction heretofore made by me shall prevent the continuance of regular or special University instruction in any and all of the University departments throughout the summer months, provided the same is authorized by the Board of Trustees and under the exclusive control of the University authorities.

In so far as necessary, or the nature of the case requires, instruction and investigation, together with suitable facilities therefor, may be maintained elsewhere than upon the Palo Alto Farm.

No direction or request heretofore made by me shall prohibit the Maintenance of such elementary and other schools upon the Palo Alto Farm as may be found necessary to experimental instruction in the department of Education of the University.

The Board of Trustees shall determine whether or not any charge for tuition, or registration fee, shall be levied in any department of the University, and the amount of such charge or fee; and it may exempt residents of California from the payment of any such charge or fee.

The Board of Trustees shall determine the conditions of admission to the Museum, including the charge therefor, if any; but I believe it to be desirable that an admission fee should always be charged to the public. By experience I have learned it to be a partial protection to the valuable articles within its walls.

My Palo Alto Residence may be used as a residence for the President of the University, or for such other purposes as the Board of Trustees may determine, after my wishes are carried out as to removing certain articles from therein, to be placed in the Museum, which are mentioned in my last will and testament, or in an address heretofore made by me to the Trustees. The articles not mentioned are to remain in the home.

Boarding and lodging houses may be erected and maintained by private parties and corporations upon the Palo Alto Farm, only under express authorization of the Board of Trustees, and under its supervision and control. The same and all other buildings upon the Palo Alto Farm shall be subject to the rules of discipline of the University, and subject to the orders and control of the Board of Trustees.

No additional interments shall be made or permitted in the cemetery adjacent to the Mausoleum, and the requirement that a cemetery be maintained upon the Palo Alto Farm is hereby withdrawn.

It shall be the duty of the Board of Trustees to make general laws providing for the government of the University, and to provide for just and equitable rules of discipline.

Inasmuch as it was the paramount purpose of the Founders of the Leland Stanford Junior University to promote the public welfare by founding, endowing and having maintained a University with the colleges, schools, seminaries of learning, mechanical institutes, museums, galleries of art, and all other things necessary and appropriate to a

University of high degree, all other directions or reservations in the Founding Grant and all amendments or attempted amendments thereof by the Founders, or by the Survivor of them, shall be deemed incidental and subordinate to that paramount purpose, and the invalidity of any direction, or attempted amendment, or of anything herein contained, shall not affect the validity of any conveyances heretofore or hereafter made to the University, or to the Trustees thereof, or of the directions herein or heretofore made, as far as such directions are otherwise valid; and if any such directions or attempted amendments are found not to be legal or binding, they may, notwithstanding, be regarded as advisory or permissive so far as they shall be capable of execution.

In my former directions I have placed a minimum upon the cost of buildings to be erected upon the Palo Alto Farm. Should times and conditions so change in the future that the Board of Trustees, in their best judgment, should find that such minimum cost no longer bears the same proportion to the then condition of affair that it does now, then they are allowed from time to time to change the amount named by me as such minimum cost; but in that case no building shall be built by a lessee except under plans first approved by such Board of Trustees.

Contracts have been made for a new and large gymnasium with a view to improving the physical condition of the students attending the University, and the college authorities should urge them to fully avail themselves of its advantages and to lead a hygienic life. In my judgment it is the duty of the University authorities to send out into the world students with good physical health as well as with good mental attainments, in order that they may successfully fight the battle of life.

Pursuant to the policy of the Founders as outlined in the Founding Grant of encouraging advanced instruction and original research, it has been determined that a more commodious library should be built, capable of affording suitable facilities and accommodations for the increasing number of post graduate students, as well as those receiving undergraduate instruction. The inadequacy of the other collections of books in this vicinity renders an unusually large University library necessary, and the present library building can be well used for a law library and other necessary purposes. The site of such library has been selected and the plans of the interior have been approved, and its erection will probably be commenced within the coming year.

The University must be forever maintained upon a strictly non-partisan and non-sectarian basis. It must never become an instrument in the hands of any political party or any religious sect or organization.

I believe that the moral and religious development of the University will be better accomplished if entirely free from all denominational alliances, however slight the bond may be. The services in the Memorial Church must be simple and informal in character, and the theological questions, services and observances, upon which the sects differ, should not be entered upon, so that members of every church may worship and receive instruction therein not inconsistent with their individual beliefs. Provision has been made whereby all those who love Our Lord Jesus Christ may partake of the Sacrament of the Lord's Supper at stated intervals in the Memorial Church. Attendance at religious services shall be entirely optional, and no profession of religious faith or belief shall be exacted of any one for any purpose.

I desire that the University shall be forever kept out of politics, and that no professor shall electioneer among or seek to dominate other professors or the students for the success of any political party or candidate in any political contest. I hope that every voter, whether professor or student, will always thoroughly inform himself upon every principle involved, and as to the merits of every candidate seeking his suffrage, and then vote according to his own best judgment and conscience, irrespective of any importunity of others. And in order to freely do this he should not be subjected to any importunity, since it is possible that cases might arise where a mere suggestion might be understood to be a covert demand.

It has been the history of Universities that their professors rarely take the public rostrum in political campaigns. The very infrequency of their having done so would seem to prove that there is some sound reason why they should not. The reason, I think, is not far to find. When a professor speaks to a public audience, the audience is gathered together, to some extent at least, because he is a professor of a university. Whether they should do so or not, his hearers consider that he appears as a representative of the university of which he is a professor, and therefore voices its views and sentiments. It is impossible for some members of his audience, and probably impossible for most of them, to entirely disassociate the man from his position. If they go to hear him because he is a professor, they must almost necessarily assume that the views and sentiments which he expresses have a general foothold in his university; whereas such assumption may be very far from the actual fact of the case, and the public may thereby be greatly deceived. So far as he may represent himself only: so far as it is the man and not the professor that speaks to public audiences, he should have the fullest

possible liberty of speech, for he but represents himself and is accountable only to himself: but when the circumstances are such that he must know that he is being deemed by his hearers, or any of them, to be speaking for his university and voicing its views, then, unless he knows that he is indeed truly and correctly voicing those views, unless he knows that he is not deceiving his hearers in that regard, or even if he thinks he is correctly stating the views of his university, yet as he has not and could not have any authority to speak for it, he should keep silent.

If the professors of this university believe the above to be the true reason why professors of other universities have nearly altogether abstained from entering upon the public rostrum in the discussion of political and other questions upon which public feeling runs high and upon which the public is itself divided, then I indulge in the hope that they will follow their example.

The University was not made independent of State control because of any purpose of the founders inconsistent with its character as a State Institution, but because they believed that its purposes could be better and more surely accomplished through a Board of Trustees free from possible political or partisan influence, and independent of all external control save that of Courts of Equity. Notwithstanding their creation of the University as an independent institution, it was the wish and purpose of the Founders that it should be kept, as far as practicable, in harmony with the public educational system, and that, in the matter of entrance requirements as well as in every other relation of the University with the general public, the University authorities should take into consideration the welfare of those who do not attend the University as well as those who do, and adopt the policy which, in their judgment, is in accord with the spirit of the foundation, as above defined. Without necessarily lowering the standard of regular admission to the University, concessions may be made in admission upon partial or special standing, or otherwise, in favor of students coming from high schools which cannot afford to maintain a separate course of study for the benefit of the small minority of high school students who go to universities, but offer a reasonable number of practical studies for the preparation of their students for an immediate entry into the active walks of life. So long as the public maintains an efficient high school system, the education given by the University to a student should commence where that given to him by the high school ends; and there should be no gap in his necessary education between where the high school ends and the University begins and which omitted part of his education could only

be supplied by private schools—the latter not being generally accessible to the students of limited means. The University authorities are, however, the sole judges of the qualifications of applicants for admission to any department of the institution.

The University has been endowed with a view of offering instruction free, or nearly free, that it may resist the tendency to the statification of society, by keeping open an avenue whereby the deserving and exceptional may rise through their own efforts from the lowest to the highest stations in life. A spirit of equality must accordingly be maintained within the University. To this end it shall be the duty of the University authorities to prohibit excessive expenditures and other excesses on the part of students, and the formation or growth of any organization, custom or social function that tends to the development of exclusive or undemocratic castes within the University, and to exclude from the institution any one whose conduct is inconsistent with the spirit of the foundation.

While its chief object is the instruction of students with a view to producing leaders and educators in every field of science and industry, the University was also designed "to advance learning, the arts and sciences;" and to this end the institution should assist, by experimentation and research, in the advancement of useful knowledge and in the dissemination and practical application of the same.

The Founding Grant provides that the Trustees shall establish and maintain at the University an educational system which will, if followed, fit the graduate for some useful pursuit, and to this end, cause the pupils, as early as may be, to declare the particular calling which they may desire to pursue. The purpose of this requirement is not only to assure the practical character of the instruction, and to prevent such instruction as will not tend directly "to qualify students for personal success and direct usefulness in life," but to protect the University from the cost of instructing and from the baneful influence of a class, bound to infest the institution as the country grows older, who wish to acquire a University degree or fashionable educational veneer for the mere ornamentation of idle and purposeless lives.

The moving spirit of the Founders in the foundation and endowment of the Leland Stanford Junior University was love of humanity and a desire to render the greatest possible service to mankind. The University was accordingly designed for the betterment of mankind morally, spiritually, intellectually, physically and materially. The public at large, and not alone the comparatively few students who can

attend the University, are the chief and ultimate beneficiaries of the foundation. While the instruction offered must be such as will qualify the students for personal success and direct usefulness in life, they should understand that it is offered in the hope and trust that they will become thereby of greater service to the public.

As stated in the letter to the Trustees, accompanying the Founding Grant, "the object is not alone to give the Student a technical education, fitting him for a successful business life, but it is also to instill into his mind an appreciation of the blessings of this Government a reverence for its institutions, and a love of God and humanity, to the end that he may go forth and by precept and example spread the great truths by the light of which his fellow men will be elevated and taught how to obtain happiness in this world, and in the life eternal."

VI.

That the trusts set forth in and created by said Founding Grant and amendments thereof made prior to the 1st day of June, 1903, were upon said 1st day of June, 1903, further duly and regularly amended by said surrender, resignation and grant dated and executed, acknowledged and delivered by said Jane Lathrop Stanford, on that day, as follows, to-wit:

NOW THEREFORE, I, JANE LATHROP STANFORD, do hereby resign, relinquish and surrender all the rights, powers, privileges and duties reserved to, devolving upon, or vesting in me, by reason of the aforesaid conditions and reservations of said Founding Grant or by reason of the same or any similar or other conditions or reservations contained in; or attaching by inference or operation of law to, any other grant or instrument granting or giving property in trust for the founding, maintenance or benefit of said University, or contained in, or attaching by inference or operation of law to, any other instrument affecting the trusts created for the founding, endowment, maintenance or benefit of said University.

AND FURTHERMORE I hereby resign, relinquish and surrender all the rights, powers, privileges and duties reserved to, devolving upon, or vesting in me as widow of the said Leland Stanford or as Surviving Founder of the said Leland Stanford Junior University, over, in, or concerning all of the property of every kind now held or hereafter given or granted in trust for the founding, endowment, maintenance, equipment or benefit of the said University or of any department thereof, and also over, in or concerning the Leland Stanford Junior University and every

part and department thereof; and I hereby resign, relinquish and surrender all the rights, powers and privileges given to or vesting in me, over, in or concerning any of such property and over, in and concerning said University, under or by virtue of any authorization or Power of Attorney executed by or on behalf of said Board of Trustees, and particularly under or by virtue of a certain resolution passed by said Board on the 31st day of May, 1899, and a certain Power of Attorney executed on the same date in the name of said Board of Trustees, in pursuance of said resolution, and I hereby consent to the revocation of all such resolutions and Powers of Attorney.

And I do hereby authorize, direct and empower the said Leon Sloss, Charles G. Lathrop, Russell J. Wilson, S. F. Leib, Timothy Hopkins, Joseph D. Grant, Horace Davis, T. B. McFarland, Frank Miller, George E. Gray and George E. Crothers of California, William M. Stewart of Nevada, Thomas W. Stanford of Australia, and Whitelaw Reid of New York, now constituting and comprising the Board of Trustees of the Leland Stanford Junior University, and their successors, to at once assume and forever exercise and perform all the rights, powers, privileges and duties which would otherwise devolve upon or vest in them upon my death, over, in, or concerning all of the property of every kind now held or hereafter given or granted in trust for the founding, endowment, maintenance, equipment or benefit of the said University or any department thereof, and all the rights, powers, privileges and duties which would otherwise devolve upon or vest in them upon my death, over, in, or concerning the said Leland Stanford Junior University and every part and department thereof, and I do hereby give, grant, relinquish and surrender all such rights, powers, privileges and duties to the said Trustees and to their successors forever, and all said rights, powers, privileges and duties shall be exercised and performed by the said Trustees to the same extent that, and in the same manner as it is provided that they shall be exercised and performed after my death; and I do hereby give, grant, assign and surrender to the said Trustees and to their successors forever, in trust for the benefit of the Leland Stanford Junior University, all the right, title and interest which I may now have, by operation of law or otherwise, in or to any and all of the property of every kind now held in trust for the founding, endowment, maintenance, equipment or benefit of the said University or any department thereof.

That the foregoing are all of the Trusts set forth in and created by said Founding Grant and all of the amendments and modifications of said Trusts, and are the Trusts permitted, approved and confirmed by the aforesaid Section 10 of Article IX of the Constitution of the State of California, and are all of the trusts provided for in the grant founding said University, and amendments thereof, and grants, bequests and devises supplementary thereto, within the meaning of said Section 10 of said Constitution.

That all of the foregoing trusts and amendments were created under and in accordance with that certain act of the Legislature of the State of California, approved March 9, 1885, entitled, "An act to advance learning, the arts and sciences, and to promote the public welfare, by providing for the conveyance, holding, and protection of property, and the creation of trusts for the founding, endowment, erection and maintenance within this State of universities, colleges, schools, seminaries of learning, mechanical institutes, museums, and galleries of art", and shall be construed in accordance with the provisions of said Act so far as rules of construction are therein stated.

That so far as any of the foregoing trusts and amendments are inconsistent or in conflict with each other the later in date or in order supersede the earlier.

That all of the rights, powers, privileges and duties, over, in or concerning all property held in trust for the founding, endowment, maintenance or benefit of said Leland Stanford Junior University, including all of the property herein described, and over, in or concerning the said Leland Stanford Junior University or any department thereof, which it was provided in the aforesaid grants, deeds, conveyances and other instruments, copies of which are set out in said petition, or in any other instruments, should vest in and devolve upon the Trustees of the Leland Stanford Junior University upon the death of the said Jane Lathrop Stanford, are now vested in and have devolved upon the aforesaid Trustees, petitioners herein.

It was the paramount purpose of the Founders of the Leland Stanford Junior University to promote the public welfare by founding, endowing and having maintained a University with the colleges, schools, seminaries of learning, mechanical institutes, museums, galleries of art, and all other things necessary and appropriate to a University of high degree, and all directions or reservations in the Founding Grant and all amendments or attempted amendments thereof by the Founders, or by

the Survivor of them, are incidental and subordinate to that paramount purpose.

That the number of Trustees constituting said Board of Trustees of the Leland Stanford Junior University has been changed to fifteen, and that number does now and shall hereafter constitute a full Board of said Trustees.

That there is now one vacancy in said Board of Trustees caused by the resignation of said N. W. Spaulding.

That the term of office as a Trustee of the Leland Stanford Junior University of each of the said Timothy Hopkins, Horace Davis, Thomas B. McFarland, George E. Gray, William M. Stewart, Joseph D. Grant, Samuel F. Leib, Leon Sloss, Thomas W. Stanford, Frank Miller, Charles G. Lathrop, and Russell J. Wilson, is for life; and that the term of office of the said Whitelaw Reid and George E. Crothers, as such Trustees, is ten years from and after the date of their appointment and election; and that the term of office, as a Trustee of the Leland Stanford Junior University, of each person hereafter elected as such trustee shall be ten years from and after the date of election of such person.

That a majority of the Trustees of the Leland Stanford Junior University shall constitute a quorum and the concurrence of a majority (eight) of the Board of Trustees shall be necessary and sufficient for the sale of property, for the investment of funds, or for the transaction of any other business, irrespective of whether or not they, or any of them, shall be officers of said board or members of any committee thereof.

That the said Trustees of the said Leland Stanford Junior University have the power to and may perform and exercise all of their powers and duties in a corporate capacity.

That the said Trustees of the Leland Stanford Junior University may exercise and perform all their powers and duties in the same manner and to the same extent as though the aforesaid act of the Legislature, granting corporate powers and privileges had not been passed and corporate powers and privileges had not been assumed thereunder.

This judgment shall not affect any right or interest of any lessee, his heirs or assigns, under or by virtue of any lease heretofore made to any such lessee of any lot or parcel of land or building or other improvement situate and being upon, or part of, the aforesaid Palo Alto Farm.

That upon the death of the said Jane Lathrop Stanford, the aforesaid home and premises situated on the southwest corner of Powell and Cal-

ifornia Streets, in the said City and County of San Francisco, and more particularly described in subdivision "B" of the foregoing description of property, shall be used for educational purposes in connection with or as a department of said Leland Stanford Junior University, but the same shall never be appropriated for the use of a club-house, a boarding-house or place of undignified amusement.

M. H. HYLAND

Judge.

San Jose July 3d 1903.

STATE OF CALIFORNIA,
COUNTY OF SANTA CLARA, } ss.

I, HENRY A. PFISTER, County Clerk of the County of Santa Clara, State of California, and Clerk of the Superior Court in and for said county, do hereby certify the annexed to be a true, full and correct copy of the original Deed in the matter of the Petition of the Leland Stanford Junior University, and of the Committee of the said University, for the acceptance of said University of the donation of real estate of said University, affecting the trust to be created for funding etc. said Leland Stanford Junior University No. 14912 now of record and on file in said Court.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the

seal of the said Superior Court, this 4th day

of September A.D. 1903.
By Henry A. Pfister Clerk.
Deputy Clerk.

(Endorsed):

Filed

Jul 6, 1903

9:30 a. m.

Henry A.

By A. C.

Entered &
Henry A.
By J. M.

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San Jose July 30

(Endorsed):

Filed

Jul 6, 1903

9:30 a. m.

Henry A. Pfister, Clerk,

By A. C. Russ,

Deputy.

Entered July 22nd 1903.
Henry A. Pfister Clerk.
By J. M. Philine
Deputy.